

Consulting Agreement

This CONSULTING AGREEMENT is effective as of March 7, 2023, by and between COPPER TREE, INC., a Delaware corporation (the "Copper Tree") and its wholly owned subsidiary, GREEN COPPER HOLDING, LLC, a New Mexico limited liability company (the "Subsidiary") and its affiliates, (collectively, the "Company"), with principal offices in Bartlesville, OK and Pictoria Studios, Inc. ("Pictoria"), with offices located in Florida located in Florida, collectively (collectively, the "Consultant").

Whereas, the Company desires to retain the Consultant to perform certain advisory and operational services for the Company and its affiliates and appoint the Consultant, with Michael Moran serving as Vice President Marketing and Guest Experiences of the Company, as further outlined on Exhibits A; and,

Whereas, the Company and its affiliates are engage in, among other things, in the development, operations, and marketing planning, implementation and oversight of services associated with the building and premises known as the Price Tower located in Bartlesville, Oklahoma in addition to all other lawful business conducted by the Company, its subsidiaries and affiliates hereinafter, (collectively, the "Business"); and,

Whereas, the Consultant has already provided services of significant value to the Company and the Business and is owed various compensation, fees, payments, equity and expense reimbursements for services rendered and that continued to be rendering for the real benefit to the Business and for promissory notes due herein after, ("Compensation Owed"), as further outlined in Exhibit B; and,

Whereas, previous Agreements are a material component of this Agreement as it is the intent of the Parties to modify this Consulting Agreement in accordance to the conditions and contingencies set forth herein; and,

Whereas, Pictoria and its principal, Michael Moran, performed services for Copper Tree Inc. pursuant to the Consulting Agreement between Consultant and the Company effective as of October 13, 2022 amended on January 5, 2023 (as amended, the "Original Agreement."); and

Whereas, Copper Tree, Inc., was formed for, among other things, the acquisition and operation of the Price Tower Arts Center, Inc. and Inn at Price Tower, Inc. and all of its holdings and assets (collectively, the "Premises", located in Bartlesville, Oklahoma; and

Whereas, pursuant to the Original Agreement, the Consultant has earned and received three and seven-eighths percent (1.8750%) interest in the outstanding limited non-dilutive share interests (such limited non-dilutive provisions described in Exhibit A hereto) of Copper Tree Inc., and

Whereas, under the Agreement, the Consultant shall continue to be eligible for one-quarter of one percent (0.1250%) additional partial compensation in the form of common, limited non-dilutive stock in Copper (the "**Consultant Shares**") and allocated at an amount equal to one-eighth of one percent (0.125%) of the total outstanding equity in the Company to be issued to Dale Douglas Takio and Katalin Nagy-Takio JTWROS (the "**Takio Eligible Shares**") and which shall be issued at such time at a price of \$0.01 per share of Copper Tree limited non-dilutive share interests, and

Whereas, an extra one percent (1.0000%) of Copper Tree Inc's equity (same class and par value, supra), Issued to Michael J. Moran and Erinne Moran JTWROS upon first 12 month anniversary from the date the Premises were acquired which was on March 7, 2023 and which shall be issued at such time at a price of \$0.01 per share of Copper Tree limited non-dilutive share interests, and

WHEREFORE, for good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged by each party hereto, and in further consideration of the mutual promises and benefits flowing between the parties hereto, the parties hereby agree as follows:

1. All WHEREAS Clauses, including the Exhibits mentioned therein, stated above, are herein incorporated herein as part of this Agreement.
2. Establishment and Purpose of Copper Tree Inc. The express purpose of Copper Tree is to own, operate, manage and control the Price Tower, its premises, assets and acquire and develop additional properties and assets. Copper Tree

Inc. will remain the ultimate parent company at all times for the ownership of the Premises acquired by Copper Tree from which Moran their assigns or transferees shall hold their equity interests; provided, that, in the event Copper Tree determines that another entity should ultimately hold the Premises, it will cause any new entity to provide Consultant with its then-current outstanding equity in Copper Tree in the same proportion in the new entity

3. Consultant's Services. The Company retains the Consultant, and the Consultant hereby agrees to use Consultant's best efforts to diligently perform for the Company, certain consulting and advisory services described in more detail on Exhibit A (collectively, the "Services"), upon the terms and conditions set forth in this Agreement. Such Services shall include the roles, tasks, responsibilities and duties outlined on Exhibit A. The Consultant acknowledges that the performance of the Services does not represent a conflict of interest with any other organization by which the Consultant is employed or for which the Consultant performs services.

4. Compensation and Expenses. For the performance of the Services to be rendered to the Company during the term of this Agreement, the Company shall pay the Consultant the fees set forth on Exhibit A attached hereto. The Company shall also reimburse Consultant's reasonable out-of-pocket expenses on a monthly basis; provided, that, all expenses must be approved in writing by the Company in advance in order to obtain such reimbursement.

5. Term. The term of this Agreement and the Consultant's Services hereunder shall commence as of March 7, 2023 and shall continue for a period of one (1) year and shall automatically renew annually unless properly terminated by either party as set forth herein. Should the Company wish not to renew this agreement, they must notify the Consultant no later than December 31st each calendar year prior to each auto renew date which shall be March 7th each calendar year. Upon any notice of termination, the Consultant shall use best efforts to assure a smooth transition of Services prior to the effective date of termination. Should the Company wish to terminate this agreement at any time for any reason, they must first provide written notice and shall pay all monies due up to the date of termination within ten (10) days of said termination date.

6. Independent Contractor Status. The Consultant's relationship to the Company will be that of an independent contractor and not an employee. Neither this Agreement nor the Services to be rendered hereunder shall for any purpose whatsoever or in any way or manner create any employer-employee relationship between the parties. The Consultant shall have sole and exclusive responsibility for the payment of all federal, state and local income taxes, and for all employment, health and disability insurance, workers' compensation, disability benefits, or unemployment insurance, or for withholding or paying Social Security or employment-related taxes, and such payments shall be the sole responsibility of Consultant with respect to any compensation provided by the Company hereunder. Subject to Exhibit A and the Consultant's obligations to the Company to perform the Services in Exhibit A, the Consultant shall control the manner, means and methods by which Consultant conducts Consultant's activities under this Agreement.

7. Nondisparagement. Each party hereby covenants and agrees at all times hereafter not to make or cause to be made any statements that disparage, are inimical to or damage the business reputation of the other party or any of its officers, directors, employees, affiliated companies, agents or representatives.

8. Further Assurances. At any time and from time to time after the date of this Agreement, upon request of any party hereto and without the payment of any further consideration, another party hereto shall duly execute, acknowledge and deliver all such further assignments, conveyances and other instruments of transfer and other documents, and will take such other action, consistent with the terms of this Agreement, as reasonably may be requested for the purposes of effecting the transactions contemplated hereby.

9. Entire Agreement. This Agreement contains the entire agreement of the parties hereto relating to the subject matter hereof and supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof, and there are no written or oral terms or representations made by either party other than those made herein. No amendment or modification of this Agreement shall be valid or binding unless made in writing and duly executed by each of the parties hereto.

10. Further Assurances. At any time and from time to time after the date of this Agreement, upon request of any party hereto and without the payment of any further consideration, another party hereto shall duly execute, acknowledge and deliver all such further assignments, conveyances and other instruments of transfer and other documents, and will take such other action, consistent with the terms of this Agreement, as reasonably may be requested for the purposes of effecting the transactions contemplated hereby.

11. Indemnification. The Parties each agree to indemnify and hold each other harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the other's negligent acts, errors or omissions in the performance of services. Indemnity is conditioned upon the indemnified party (i) providing prompt notice to the indemnifying party of any potential claim, (ii) tendering control of the defense and/or settlement of such claim to the indemnifying party, and (iii) reasonably cooperating with the indemnifying party in the defense and/or settlement of such claim.

12. Notices. All notices which may or are required to be given pursuant to this Agreement shall be (i) either delivered in person or sent via certified mail, return receipt requested, or by email, and (ii) addressed to the party to whom sent or given at the address set forth on the signature page hereof or to such other address as any party hereto may have given to the other party hereto in such manner. If delivered, such notice shall be deemed given when received; if mailed, such notice shall be deemed made or given five days after such notice has been mailed as provided above, and if emailed, shall be to the email addresses set forth on the signature page hereof.

13. Modification. No modification, termination, or attempted waiver of this Agreement, or any provision thereof, shall be valid unless executed by both Parties to this Agreement.

14. Assignment. Neither this Agreement nor any right hereunder, nor any interest herein, may be assigned or transferred by either Party, unless to a related entity, a subsidiary entity, or a purchasing or controlling entity, without the express written consent of the other Party.

15. Severability of Provisions. Every portion of this Agreement is intended to be severable. Whenever possible, each such provision shall be interpreted in such manner as to be valid and enforceable under applicable law. In the event any of the provisions of this Agreement should ever be deemed to exceed the time, scope, or geographic limitations permitted by applicable law, then such provisions shall be reformed to the maximum time, scope, and geographic limitations permitted by such law so as to be enforceable. Further, if any provision of this Agreement shall be prohibited by or invalid under applicable law and not subject to such reformation, such provision shall be deemed severed here from and shall be unenforceable to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

16. Default. For any payments due that are late thirty (30) days more from the respective due date, shall be considered in default. Upon any event of default, the Consultant shall notify the Company in writing and the Company shall have five (5) calendar days from the date of notice of default to cure the default. If any event or default has still not been cured, the Consultant shall have the right to immediately demand of payment in full for all fees due for the entire remaining term of this agreement. Upon such demand the Company shall have ten (10) calendar days to make payment in full for all demand monies due.

17. Termination by Consultant. This agreement may be terminated by the Consultant at any time with Cause (as defined herein) or without Cause. In such termination event without Cause, Consultant shall only be due fees or other compensation due up to the effect date of termination without Cause and, the Consultant shall not be entitled to additional fees or compensation thereafter unless stated in writing and agreed to by both parties otherwise. In the event of termination with Cause or resulting from default by the Company, the Consultant shall be entitled to all compensation due, as outlined in Exhibit A, up to, but not beyond the effective date of the next Term renewal date set forth.

18. Termination by Company. This agreement may be terminated by the Company at any time with Cause (as defined herein) or without Cause. In the event of termination due without Cause or due to default by the Consultant, the Company shall provide notice as required herein and the Consultant shall be entitled to all compensation due, as outlined in Exhibit A, up to, but not beyond the effective date of the next Term renewal date set forth. In such termination event with Cause, Consultant shall only be due fees or other compensation due up to the effective date of termination with Cause, and, the Consultant shall not be entitled to additional fees or compensation after the effective date of termination unless stated herein or otherwise agreed to in writing by both parties.

19. Cause. Cause shall be defined as a bona fide event that has been fully adjudicated through Dispute Resolution guidelines set forth herein or otherwise negotiated and agreed to in writing otherwise by both parties. All other events shall be considered without cause and shall be subject to no less than a forty-five days (45) days' written notice of cancellation or termination of this agreement, with all outstanding and earned fees due to be paid in full within fifteen (15) days from the effective date of termination.

20.

21. Severability/Waiver. If the application of any provision or provisions of this Agreement to any particular facts or circumstances shall be held to be invalid or unenforceable by any court of competent jurisdiction, then the validity and enforceability of such provision or provisions as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby. The waiver of any one default shall not waive subsequent defaults. Any and all ambiguity shall not be construed against the drafting party as each party agrees they have had ample ability to participate in this Agreements drafting. In the event of any legal changing due to ambiguity, confusion, scrivener's error, or statute, the "Blue Pencil" laws shall apply.

22. Counterparts; Delivery of Signatures. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which taken together shall be deemed to constitute one and the same instrument. This Agreement may be executed by any party by delivery of a facsimile or pdf signature, which signature shall have the same force as an original signature. Any party which delivers a facsimile or pdf signature shall promptly thereafter deliver an originally executed signature to the other party; provided, however, that the failure to deliver an original signature page shall not affect the validity of any signature delivered by facsimile or pdf.

23. Confidential Agreement. Each party represents and warrants to and agrees with the other party that it will keep the terms of this Agreement completely confidential among themselves, their attorney, their tax advisor, and their agents and representatives, and that it will not disclose to any other person any of such terms or any other information relating to this Agreement. Each party shall assure that its attorney, tax advisor, and agents and representatives maintain the same confidentiality, except as required by law or government requirements. Whenever used in this Agreement the term "person" shall mean and include any individual, partnership, association, corporation, trust, unincorporated organization, or any other business entity or enterprise.

24. Confidentiality/Non-Disclosure. In the course and performance of this Agreement, the Parties may be exposed to, and will be required to, use certain "Confidential Information" (as hereinafter defined) belonging to each of the parties to this Agreement. The Parties mutually agree that neither will use such Confidential Information other than for purposes addressed in this agreement. In no event shall either party use the confidential information of the other party to circumvent or cause harm to the other party.

(a) Definition. "Confidential Information" means any proprietary information, technical data, trade secrets or know-how, including, but not limited to, customers, customer lists, contact lists, software, developments, marketing, marketing strategies, advertising strategies, video production or any digital media, proprietary methods, business plans, data reports, methods of doing business, finances or other business information disclosed by one Party to the other, or developed by the Parties hereto, either directly or indirectly, in writing, orally or otherwise.

(b) Confidential Information. The Parties each hereby agree not to disclose any Confidential Information and further agree to review and in good-faith execute a more formal description of the Confidential Information as it becomes known as a result of the performance hereunder or mark any information, data or document as Confidential as they come to light during the performance of this relationship. The confidential information shall be treated as confidential and proprietary for five years from the effective date of this Agreement. Notwithstanding the above, either Party may present this information to their respective attorneys, accountants, Team, associates, partners, officers and/or board members. In the event third parties are in need of information deemed or reasonably believed to be of Confidential value, before any third party may come into possession or "know", both Parties hereto must first agree to the dissemination and if agreed upon, the third party must first be bound to a Confidentiality and Non-Circumvent Agreement. In the event of litigation hereunder, all Confidential information must be filed Confidentially without public dissemination. In the event any party gets served, through the legal process, for information which is or should be reasonable construed as Confidential, the Party served shall first alert the other Party of the service, provide a copy of the service, and allow the other Party to contest the service and request through the legal process prior to any dissemination. The Parties may share Confidential Information and proprietary information with their retained experts and professionals.

(c) Return of Materials. Upon the termination of this Agreement, each Party will deliver to the other all of the Confidential Information of the other Party that it may have in its possession or control, together with all copies and abstracts thereof.

21. ARBITRATION. Any controversy or claim arising out of, or related to, the interpretation, validity, construction, performance, breach or termination of this Agreement, such dispute or controversy shall be settled by arbitration in accordance with the proceedings under the American Arbitration Association ("AAA") rules and such arbitration will be the exclusive dispute resolution method. The decision and award determined by such arbitrator shall be final, conclusive and binding upon both parties.

(a) Arbitration Rules of Engagement. The arbitration shall be conducted by a single arbitrator acting under the then current "Commercial Rules of AAA. The arbitration shall be held in either Lake County, Orange County or Miami-Dade County, Florida, or in Washington County, Oklahoma (to be based on the selection of the party initiating such arbitration) unless otherwise agreed by both parties. Each party to this Agreement will be responsible for the payment of one half (1/2) of the fees plus costs for the arbitration. In the event a dispute is submitted to arbitration, the parties will be responsible for their own legal fees unless otherwise agreed in writing by the parties. Judgement on this binding AAA arbitration shall be entered by any branch of the Miami-Dade Circuit Court with Jurisdiction on the amount at issue. The Parties further agree that any arbitrator must be one with at least 7 years of judicial experience and at least 6 years of private practice experience.

(b) Consent to Personal and Subject Matter Jurisdiction. The arbitrator(s) shall apply either Florida or Oklahoma law (based on the selection of the party initiating such arbitration). The Parties each and respectively hereby consent to the personal and/or subject matter jurisdiction of the state or Federal courts located in either Orange County or Miami-Dade County, Florida or in Washington County, Oklahoma for any action or proceeding arising from or relating to this Agreement or relating to any arbitration in which the parties are participants.

(c) Acknowledgment. BOTH PARTIES HAVE READ AND UNDERSTAND SECTION 21, Arbitration, WHICH BINDS EACH PARTY HERETO TO ARBITRATION. BOTH PARTIES UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT, THEY BOTH AGREE TO SUBMIT ANY CLAIMS ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, OR THE INTERPRETATION, VALIDITY, CONSTRUCTION, PERFORMANCE, BREACH OR TERMINATION THEREOF, TO BINDING ARBITRATION, EXCEPT AS PROVIDED IN SECTION 18, AND THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF ALL RIGHTS OF BOTH PARTIES TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THE RELATIONSHIP BETWEEN THE PARTIES.

22. General. This Agreement constitutes the entire Agreement between the parties relative to the subject matter hereof, and supersedes all proposals or agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Consulting Agreement as of the day and year first above written.

PICTORIA STUDIOS, INC.

By: Michael Moran
Michael Moran, President

COPPER TREE, INC. & GREEN COPPER HOLDING, LLC

By: Cynthia Blanchard
Cynthia Blanchard, CEO & Managing Member

For all Notices if sent by email:

mike@pictoriastudios.com

For all Notices if sent by email:

cynthia@thepricetower.com

EXHIBIT A
Services and Compensation

Services:

The Consultant is responsible for being available and providing the Services outlined below. The Consultant agrees to devote the time and attention to the Company required to perform the Services.

Primary Services:

The Consultant, through its designee Michael Moran (“Moran”), shall serve as the Vice President Marketing and Guest Experiences for Copper Tree, Inc and its Subsidiaries and aside from equity grants issued to Moran, all other compensation and fees shall be paid directly to the Consultant and at no time shall Moran individually be considered an employee of the Company. During the entire term of this agreement, the Consultant and Moran shall report directly to Dale Takio, Managing Director and Executive Vice President of Copper Tree, Inc. and a dotted line reporting Cynthia Blanchard, CEO. These Primary Services shall include, but not limited to the following:

1. Provide managing oversight, guidance and leadership over all employees, contractors, affiliates and vendors as they relate to Sales, Marketing and Guest Services;
2. Oversee all aspects of all digital marketing, digital media and digital assets owner or controlled by Copper Tree;
3. Oversee the development and creation of sales and marketing financials commensurate with realities of ongoing due diligence and operational findings;
4. Oversee the development and creation of revised detailed marketing plans for each revenue center/business unit to align with due diligence operational findings, review and revise pro forma needs;
5. Oversee all sales, marketing and customer experience improvement strategies, plans and implementation models based on due diligence and operational findings and realities;
6. Oversee all a detailed marketing outlines for each respective revenue center/business unit and guide the oversight for all sales and marketing efforts;
7. Provide review, strategies and tactical planning for all sales, marketing and guest experience related projects, engagements and acquisitions determined to be of interest or benefit to Copper Tree.

The Consultant will perform the following functions as a secondary matter:

1. Finalization of staff retention and/or replacement and organizational chart that pertains to sales, marketing or customer service and updating for new Price Tower team to be in place throughout all phases from acquisition until this agreement has completed;
2. Provide sales, marketing and guest experience related review and revamping as needed within each revenue center/business unit;
3. Strategic planning and staging for all final approved tactical implementation of sales and marketing plans for each revenue center/business unit to commence promptly upon the acquisition of the Price Tower Premises and through to both bridge funding, and all subsequent funding stages and activities;
4. If applicable, oversee any transitional sales or marketing efforts for any respective revenue centers/business units to remain operational during any respective transition or remodeling periods; and
5. If applicable, oversee any transitional sales or marketing efforts for any respective revenue centers/business units to cease operations or be operational reduced during any respective transition or remodeling periods; and
6. Begin planning, implementing and executing upon development buildout of all revised or new marketing plans to be implemented upon official takeover and acquisition of the Premises.
7. Provide such other services as the Company may request from time to time.

Cash Fees: The Company shall pay to Consultant a cash fee of **\$13,000.00 per month**. All Cash Fees for each current month of service shall be due not later than last day of each month in which services are to be provided.

1. This Cash Fee structure shall commence on May 1, 2023 for services rendered from May 1, 2023 onwards.
2. Due Date: Payments for Cash Fees shall be due no later than the last day each month unless that day falls on a Saturday or Sunday or on Federal Holiday and in such instances, shall be due on the next business day.
3. All other fees and compensation due for service provided through April 30, 2023 and outlined in Exhibit B shall be due in accordance with the schedules and details outlined in Exhibit B.
4. Late Payments: Company shall have a five-calendar penalty free grace period from the last day of each calendar month. For payments made after five days from the last day of each calendar month, shall incur a \$25.00 service fee for each day following the five (5) day grace period until and including the date in which payment has been made. In the event of any Default as per section 16., all Late Payment fees shall continue to accrue until any defaulting event has been cured.

Reimbursement. Subject to Section 4, the Company shall reimburse Consultant for all reasonable, ordinary, and necessary business expenses incurred in the performance of Consultant's duties hereunder in accordance with and subject to the terms and conditions of the Company's then prevailing standard expense policy, a copy of which has been provided to Consultant. As a condition precedent to obtaining such reimbursement, Consultant shall provide to the Company any and all statements, bills or receipts evidencing the expenses for which Consultant seeks reimbursement, and such other related information or materials as the Company may from time to time reasonably require.

Equity Fees. Consultant has earned or shall be entitled to the following Equity Fees:

1. As described in the WHEREAS clauses above and pursuant to the Original Agreement, one and seven-eighths percent (1.8750%) interest in the outstanding non-dilutive share interests of Copper Tree Inc. as partial payment of its services provided and for other real value as per previous agreements between the Consultant and the Company, and with the entire 1.8750% of all shares issued and outstanding in Copper Tree, Inc. (the "**Moran Shares**") having already been granted and issued to Michael J. Moran and Erinne Moran JTWROS as of April 1, 2023 and the par value of these shares are \$0.01/ for which there was no charge to Michael J. Moran and Erinne Moran JTWROS or assign(s), and;
2. On March 7, 2024 upon the one year anniversary of this Agreement, the Consultant shall be granted and issued an additional Equity Fee currently being held in reserve for issuance by the Company and in the amount one percent (1.0000%) of Copper Tree Inc's equity (same class and par value, supra), Issued to Michael J. Moran and Erinne Moran JTWROS and shall be issued at such time at a price of \$0.01 per share of Copper Tree limited non-dilutive share interests.
3. The shares in Copper Tree Inc., shall be the highest class and shall have no restrictions and with voting rights, and it is represented that only one type of share class has been issued by and for Copper Tree Inc. provided, however, that in the event the Company receives new funding from an investor that requires preferences over the outstanding equity of the Company, Consultant agrees and acknowledges that the equity granted hereunder may be subordinate to any such new money investor. The Company has no intent to issue any equity other than common stock unless required by any such new money investor. The par value of these shares are \$0.01/ for which there shall be no charge to Michael J. Moran and Erinne Moran JTWROS or assign(s). All shares received by Consultant received pursuant to the Original Agreement and this Agreement shall have a limited non-dilutive aspect in the following regard: Consultant shall receive additional equity to maintain its current ownership interest for (1) any equity issued by Company for compensation to directors, officers, employees or consultants and not for receipt of new funding and (2) the issuance of equity to investors for up to an aggregate of \$5 million in new funding at a valuation lower than \$20 million. All Equity Fees in this section are further detailed in Exhibit B for inclusion in the Company Cap Table.

Payments Methods: All Cash Fee and Additional Cash Fee payments may be made by ACH payment or by major credit card via a secure payment link to be provided by the Consultant with each invoice issued. No service fees shall be incurred for ACH payments, however if the Company opts to pay any invoice by major credit card, a two and one-half (2.5%) percent fee shall be incurred and automatically added to the next invoice issued to the Company.

Primary Company Contact:

The primary contact from the Company shall be Cynthia Blanchard. E-mail communications to cynthia@thepricetower.com or other emails controlled or directed by Cynthia Blanchard shall be deemed sufficient for all invoicing purposes described herein.

EXHIBIT B
Schedule of Fees Due, Deferred Fees, Equity Issued and Equity Due from Reserves

Schedule of Equity Issued and Equity Due From Reserves



Michael J. Moran and Erinne Moran JTWR0S			
Description	Earned Scheduled Rate	Total Issued	Issued Par Value per Share of
Phase 1 Equity Grant Clause	0.125%	0.125%	\$ 0.0100
Phase 2 Cash Fee Reductions for Services Rendered in January, February, March and April, 2023. Issued on the First day of Each Month at a rate of 0.125% per month	0.125%	0.500%	\$ 0.0100
Stock Swap and Apportioned Promissory Note Forgiven in Exchange for Copper Tree Equity	0.125%	1.250%	\$ 0.0100
Total Immediate Grants Earned/Swapped		1.875%	\$ 0.0100
Description	Earned Scheduled Rate	Total To Be Issued	To Be Issued at a Par Value per Share of
RESERVED EQUITY - Mike's Equity Bonus at 1 year - Triggers on March 6, 2024	1.000%	1.000%	\$ 0.0100

Schedule of Cash Fees Due to Taktik Enterprise, Inc for Benefit to Pictoria Studios, Inc..

Fees for Services Rendered: For all fees due for the benefit of Pictoria Studios, Inc for services rendered prior to May 1, 2023 under previous agreements are to be paid to Taktik Enterprises, Inc in accordance with previous terms and agreements and Taktik Enterprises, Inc. shall be responsible for fees then due to Pictoria Studios, Inc. during all periods prior to May 1, 2023.

Signature Certificate

Reference number: EKMDA-VPFHQ-4TTXY-FAFHG

Signer	Timestamp	Signature
Cynthia Blanchard Email: cynthia@thepricetower.com Sent: 06 Apr 2023 23:28:44 UTC Viewed: 07 Apr 2023 00:09:17 UTC Signed: 07 Apr 2023 00:09:43 UTC Recipient Verification: ✓ Email verified 07 Apr 2023 00:09:17 UTC		 IP address: 160.3.252.5 Location: Bartlesville, United States
Michael Moran Email: mike@pictoriastudios.com Sent: 06 Apr 2023 23:28:44 UTC Viewed: 06 Apr 2023 23:54:16 UTC Signed: 07 Apr 2023 13:58:16 UTC Recipient Verification: ✓ Email verified 06 Apr 2023 23:54:16 UTC		 IP address: 97.100.1.34 Location: Orlando, United States

Document completed by all parties on:
07 Apr 2023 13:58:16 UTC

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Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 40,000+ companies worldwide.





Pictoria Studios USA
3517 Watercrest Pl
Orlando, FL 32835
(407) 906-6299
mike@pictoriastudios.com

To
Copper Tree Inc.
510 Dewey Ave
Bartlesville
74003
U.S.A

Statement of Accounts

January 01, 2023 To December 31, 2023

Account Summary

Opening Balance	\$ 0.00
Invoiced Amount	\$ 239,525.00
Amount Received	\$ 0.00
Balance Due	\$ 239,525.00

Date	Transactions	Details	Amount	Payments	Balance
January 01, 2023	***Opening Balance***		0.00		0.00
May 05, 2023	Invoice	INV-003510 - due on May 05, 2023	6,500.00		6,500.00
June 01, 2023	Invoice	INV-003517 - due on June 01, 2023	6,500.00		13,000.00
July 01, 2023	Invoice	INV-003520 - due on July 01, 2023	13,000.00		26,000.00
July 29, 2023	Invoice	INV-003538 - due on July 29, 2023	13,000.00		39,000.00
August 17, 2023	Invoice	INV-003542 - due on August 26, 2023	86,925.00		125,925.00
September 01, 2023	Invoice	INV-003544 - due on September 01, 2023	29,575.00		155,500.00
October 01, 2023	Invoice	INV-003545 - due on October 01, 2023	28,800.00		184,300.00
November 01, 2023	Invoice	INV-003546 - due on November 01, 2023	28,050.00		212,350.00

Date	Transactions	Details	Amount	Payments	Balance
December 01, 2023	Invoice	INV-003547 - due on December 01, 2023	27,175.00		239,525.00
Balance Due					\$ 239,525.00



INVOICE

INV-003547

Balance Due
\$27,175.00

Pictoria Studios USA
3517 Watercrest Pl
Orlando, FL 32835
(407) 906-6299
mike@pictoriastudios.com

Bill To
Copper Tree Inc.
510 Dewey Ave
Bartlesville
74003
U.S.A

Invoice Date : December 01, 2023
Terms : Due on Receipt
Due Date : December 01, 2023

#	Item & Description	Qty	Rate	Amount
1	VP of Marketing and Experiences Contract VP of Marketing and Experiences for Copper Tree Contract	1.00 months	13,000.00	13,000.00
2	Late Fees accrued since Dec 10 at a rate of \$25/Day Late fees will continue to bear \$25.00 per day accrual as per the agreement. These late fees are accurate through 7-30-2025	567.00	25.00	14,175.00
Sub Total				27,175.00
Out of State (0%)				0.00
Total				\$27,175.00
Balance Due				\$27,175.00

Notes

Payment due in full

Terms & Conditions

Electronic Funds Transfer
Bank Transfer (ACH)



INVOICE

INV-003546

Balance Due
\$28,050.00

Pictoria Studios USA
3517 Watercrest Pl
Orlando, FL 32835
(407) 906-6299
mike@pictoriastudios.com

Bill To
Copper Tree Inc.
510 Dewey Ave
Bartlesville
74003
U.S.A

Invoice Date : November 01, 2023
Terms : Due on Receipt
Due Date : November 01, 2023

#	Item & Description	Qty	Rate	Amount
1	VP of Marketing and Experiences Contract VP of Marketing and Experiences for Copper Tree Contract	1.00 months	13,000.00	13,000.00
2	Late fees accrued since Nov. 10 (\$25/day) Late fees will continue to bear \$25.00 per day accrual as per the agreement. These late fees are accurate through 7-30-2025	602.00	25.00	15,050.00
Sub Total				28,050.00
Out of State (0%)				0.00
Total				\$28,050.00
Balance Due				\$28,050.00

Notes

Payment due in full

Terms & Conditions

Electronic Funds Transfer
Bank Transfer (ACH)



INVOICE

INV-003545

Balance Due
\$28,800.00

Pictoria Studios USA
3517 Watercrest Pl
Orlando, FL 32835
(407) 906-6299
mike@pictoriastudios.com

Bill To
Copper Tree Inc.
510 Dewey Ave
Bartlesville
74003
U.S.A

Invoice Date : October 01, 2023
Terms : Due on Receipt
Due Date : October 01, 2023

#	Item & Description	Qty	Rate	Amount
1	VP of Marketing and Experiences Contract VP of Marketing and Experiences for Copper Tree Contract	1.00 months	13,000.00	13,000.00
2	Late Fee October Invoice Late fees will continue to bear \$25.00 per day accrual as per the agreement. These late fees are accurate through 7-30-2025	632.00	25.00	15,800.00
Sub Total				28,800.00
Out of State (0%)				0.00
Total				\$28,800.00
Balance Due				\$28,800.00

Notes

Payment due in full

Terms & Conditions

Electronic Funds Transfer
Bank Transfer (ACH)



INVOICE

INV-003544

Balance Due
\$29,575.00

Pictoria Studios USA

3517 Watercrest Pl
Orlando, FL 32835
(407) 906-6299
mike@pictoriastudios.com

Bill To

Copper Tree Inc.

510 Dewey Ave
Bartlesville
74003
U.S.A

Invoice Date : September 01, 2023

Terms : Due on Receipt

Due Date : September 01, 2023

#	Item & Description	Qty	Rate	Amount
1	VP of Marketing and Experiences Contract VP of Marketing and Experiences for Copper Tree Contract	1.00 months	13,000.00	13,000.00
2	Late Fee September Invoice Late fees will continue to bear \$25.00 per day accrual as per agreement. These late fees are accurate through 7-30-2025	663.00	25.00	16,575.00
Sub Total				29,575.00
Out of State (0%)				0.00
Total				\$29,575.00
Balance Due				\$29,575.00

Notes

Payment due in full

Terms & Conditions

Electronic Funds Transfer
Bank Transfer (ACH)





INVOICE

INV-003542

Balance Due
\$86,925.00

Pictoria Studios USA

3517 Watercrest Pl
Orlando, FL 32835
(407) 906-6299
mike@pictoriastudios.com

Bill To

Copper Tree Inc.

510 Dewey Ave
Bartlesville
74003
U.S.A

Invoice Date : August 17, 2023

Terms : Custom

Due Date : August 26, 2023

#	Item & Description	Qty	Rate	Amount
1	May 2023 Invoice (INV-003510) Equity Trade Not Memorialized by Client - Monthly Deferred Cash Pending Addendum Due Upon Receipt at \$6,500 per month	1.00	6,500.00	6,500.00
2	Late Fee May Invoice Late fees were paused/deferred and since the outstanding balance was not able to be timely paid prior to 8/1/2023, contingent deferment of late fees are now due. Late fees will continue to bear \$25.00 per day accrual as per agreement. These late fees are accurate as of 7-30-2025	785.00	25.00	19,625.00
3	June 2023 Invoice (# INV-003517) Equity Trade Not Memorialized by Client - Monthly Deferred Cash Pending Addendum Due Upon Receipt at \$6,500 per month	1.00	6,500.00	6,500.00
4	Late Fees June Invoice Late fees were paused/deferred and since the outstanding balance was not able to be timely paid prior to 8/1/2023, contingent deferment of late fees are now due. Late fees will continue to bear \$25.00 per day accrual as per agreement. These late fees are accurate as of 7-30-2025	755.00	25.00	18,875.00
5	Late Fees July Invoice Late fees were paused/deferred and since the outstanding balance was not able to be timely paid prior to 8/1/2023, contingent deferment of late fees are now due. Late fees will continue to bear \$25.00 per day accrual as per agreement. These late fees are accurate as of 7-30-2025	724.00	25.00	18,100.00

#	Item & Description	Qty	Rate	Amount
6	Late Fees August Invoice Late fees were paused/deferred and since the outstanding balance was not able to be timely paid prior to 8/1/2023, contingent deferment of late fees are now due. Late fees will continue to bear \$25.00 per day accrual as per agreement. These late fees are accurate as of 7-30-2025	693.00	25.00	17,325.00
Sub Total				86,925.00
Out of State (0%)				0.00
Total				\$86,925.00
Balance Due				\$86,925.00

Notes

Please note that Copper Tree has been previously notified of default without active resolution to cure. As per the agreements, all respective fees and balances are now due within 10 calendar days

Terms & Conditions

Electronic Funds Transfer
Bank Transfer (ACH)



INVOICE

INV-003538

Balance Due
\$13,000.00

Pictoria Studios USA
3517 Watercrest Pl
Orlando, FL 32835
(407) 906-6299
mike@pictoriastudios.com

Bill To
Copper Tree Inc.
510 Dewey Ave
Bartlesville
74003
U.S.A

Invoice Date : July 29, 2023
Terms : Due on Receipt
Due Date : July 29, 2023

#	Item & Description	Qty	Rate	Amount
1	VP of Marketing and Experiences Contract VP of Marketing and Experiences for Copper Tree Contract	1.00 months	13,000.00	13,000.00
Sub Total				13,000.00
Out of State (0%)				0.00
Total				\$13,000.00
Balance Due				\$13,000.00

Notes

Payment for June 2023 is partially deferred, contingent on funding

Terms & Conditions

Electronic Funds Transfer
Bank Transfer (ACH)





INVOICE

INV-003520

Balance Due
\$13,000.00

Pictoria Studios USA

3517 Watercrest Pl
Orlando, FL 32835
(407) 906-6299
mike@pictoriastudios.com

Bill To

Copper Tree Inc.

510 Dewey Ave
Bartlesville
74003
U.S.A

Invoice Date : July 01, 2023

Terms : Due on Receipt

Due Date : July 01, 2023

#	Item & Description	Qty	Rate	Amount
1	VP of Marketing and Experiences Contract VP of Marketing and Experiences for Copper Tree Contract	1.00 months	13,000.00	13,000.00

Sub Total 13,000.00

Out of State (0%) 0.00

Total \$13,000.00

Balance Due \$13,000.00

Notes

Payment for June 2023 is partially deferred, contingent on funding

Terms & Conditions

Electronic Funds Transfer
Bank Transfer (ACH)





INVOICE

INV-003517

Balance Due
\$6,500.00

Pictoria Studios USA
3517 Watercrest Pl
Orlando, FL 32835
(407) 906-6299
mike@pictoriastudios.com

Bill To
Copper Tree Inc.
510 Dewey Ave
Bartlesville
74003
U.S.A

Invoice Date : June 01, 2023
Terms : Due on Receipt
Due Date : June 01, 2023

#	Item & Description	Qty	Rate	Amount
1	VP of Marketing and Experiences Contract VP of Marketing and Experiences for Copper Tree Contract	1.00 months	13,000.00	13,000.00
2	Deferred Payment 50%	1.00	-6,500.00	-6,500.00
			Sub Total	6,500.00
			Out of State (0%)	0.00
			Total	\$6,500.00
			Balance Due	\$6,500.00

Notes

Payment for June 2023 is partially deferred, contingent on funding

Terms & Conditions

Electronic Funds Transfer
Bank Transfer (ACH)





INVOICE

INV-003510

Balance Due
\$6,500.00

Pictoria Studios USA

3517 Watercrest Pl
Orlando, FL 32835
(407) 906-6299
mike@pictoriastudios.com

Bill To

Copper Tree Inc.

510 Dewey Ave
Bartlesville
74003
U.S.A

Invoice Date : May 05, 2023

Terms : Due on Receipt

Due Date : May 05, 2023

#	Item & Description	Qty	Rate	Amount
1	VP of Marketing and Experiences Contract VP of Marketing and Experiences for Copper Tree Contract	1.00 months	13,000.00	13,000.00
2	Deferred Payment 50%	1.00	-6,500.00	-6,500.00
			Sub Total	6,500.00
			Out of State (0%)	0.00
			Total	\$6,500.00
			Balance Due	\$6,500.00

Notes

Payment for May 2023 is partially deferred, contingent on funding

Terms & Conditions

Electronic Funds Transfer
Bank Transfer (ACH)





Price Tower team

Your boards

Bill Negotiations

Business Plan

coppertree.art

email,/Credential/IT Infrastructure

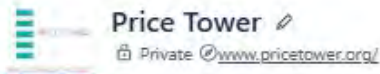
Employee Packet

Friends of Price Tower

Video and Art

Create new board
1 remaining

View closed boards



Your boards

Operations

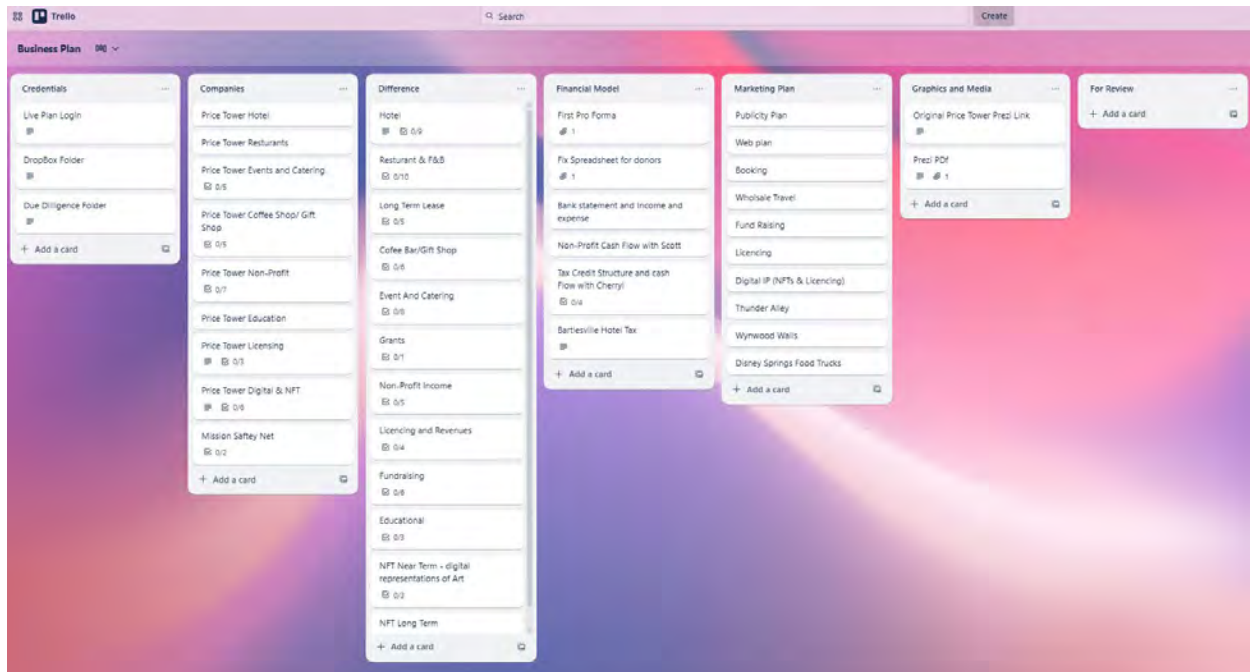
PriceTower.org website

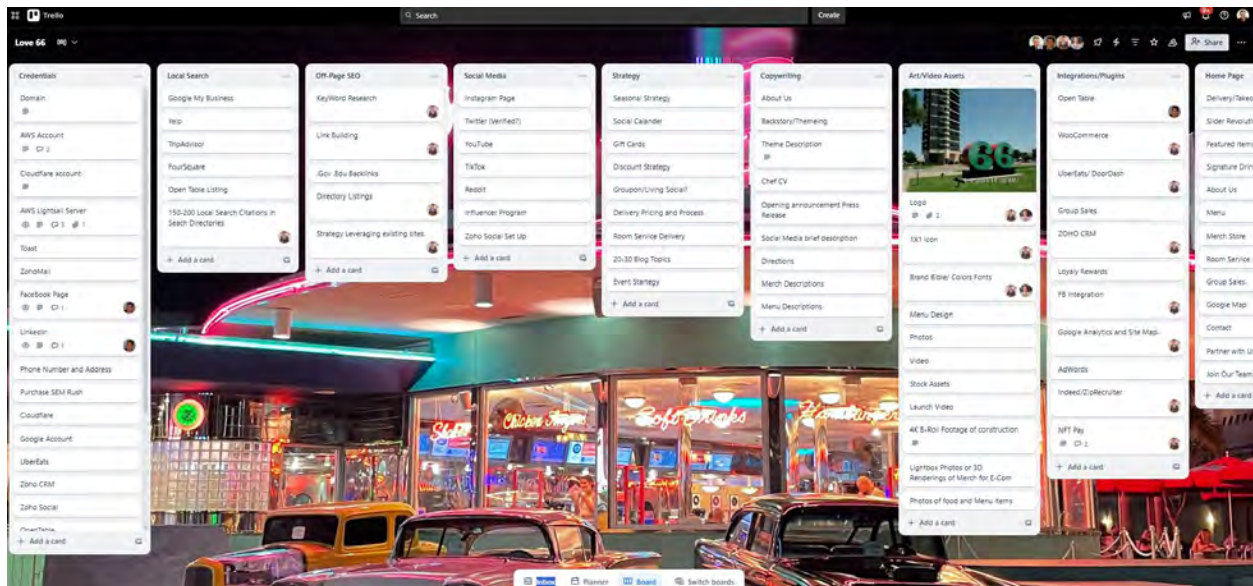
Public Relations

Security



Sample Board with detailed task logs





Integrations/Plugins

NFT Pay

+ Add Labels Dates Checklist Attachment

Members



Description

Accept Credit CardsFor Your NFT Project

Edit

Comments and activity

Hide details

Write a comment...

ranakamranhamid May 23, 2023, 10:13 AM
@mikepictoria can we get sandbox logins? i can test it in sandbox environment.
Reply Delete

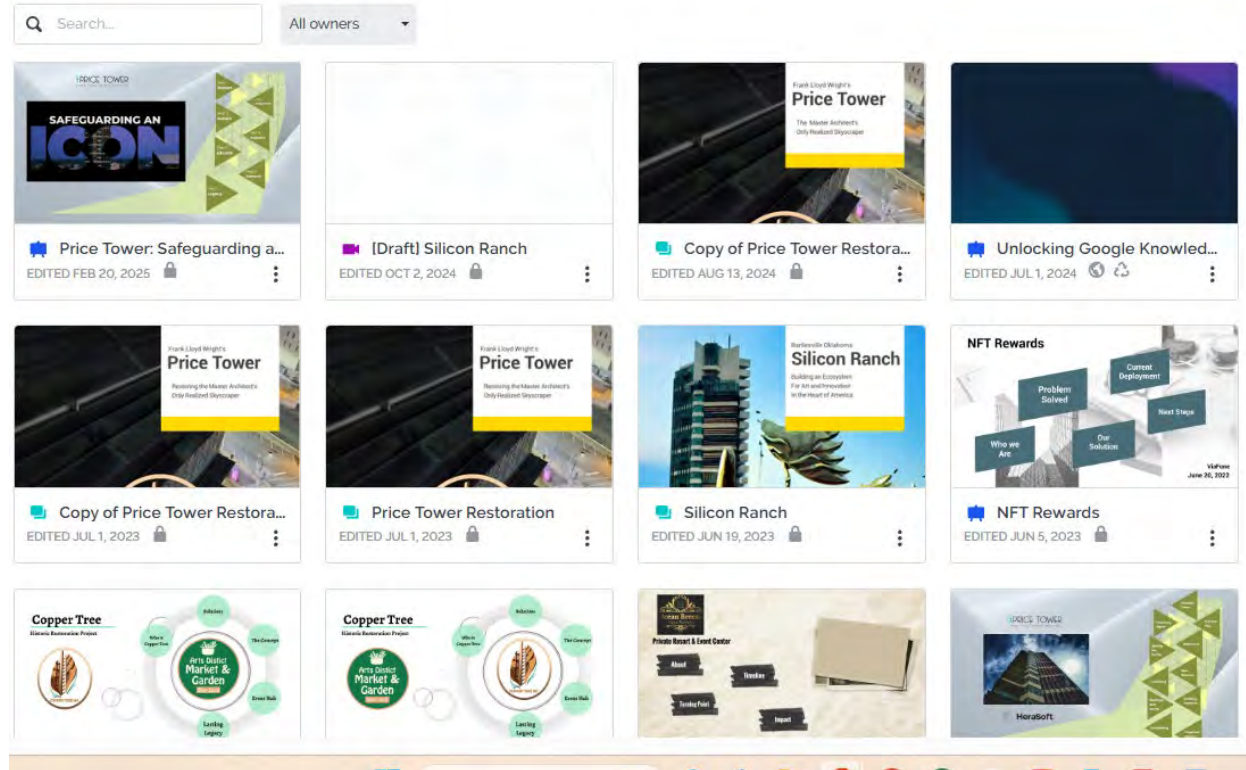
Mike Moran May 23, 2023, 10:11 AM
@ranakamranhamid1 see if it is feasible to integrate this into our e commerce sites
Edit Delete

Mike Moran added ranakamranhamid to this card
May 23, 2023, 10:10 AM

Mike Moran added this card to Integrations/Plugins
May 23, 2023, 10:10 AM

Presentations Sample

All projects



Branding And Logo Design Sample



Copper Tree Logo Square



Copper Tree Logo



cpi logo-03 (2)



cpi logo-03

Merch Design for E-Commerce



Aqua Dark



Cotton Candy Dark



Cotton Candy Light



Front



hat



My project-1 (1)



Screenshot 2023-06-21 112028



Screenshot 2023-06-21 112131



Screenshot 2023-06-21 112609



Screenshot 2023-06-21 113018



Screenshot 2023-06-21 113149



Screenshot 2023-06-27 150918



Screenshot 2023-06-27 151414


















Screenshot 2023-06-27 152254

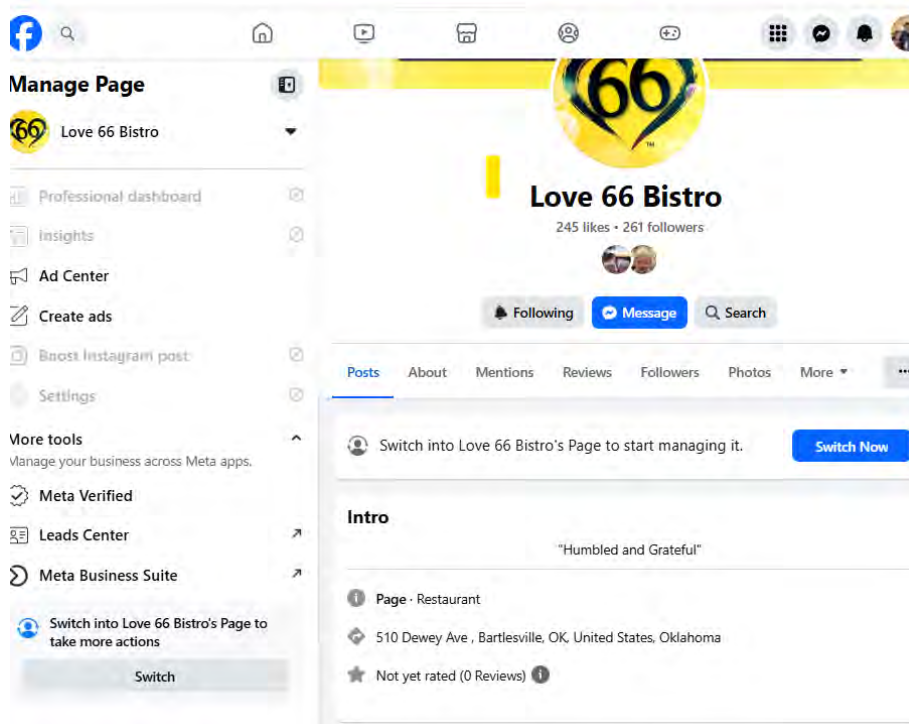


Screenshot 2023-06-27 152514

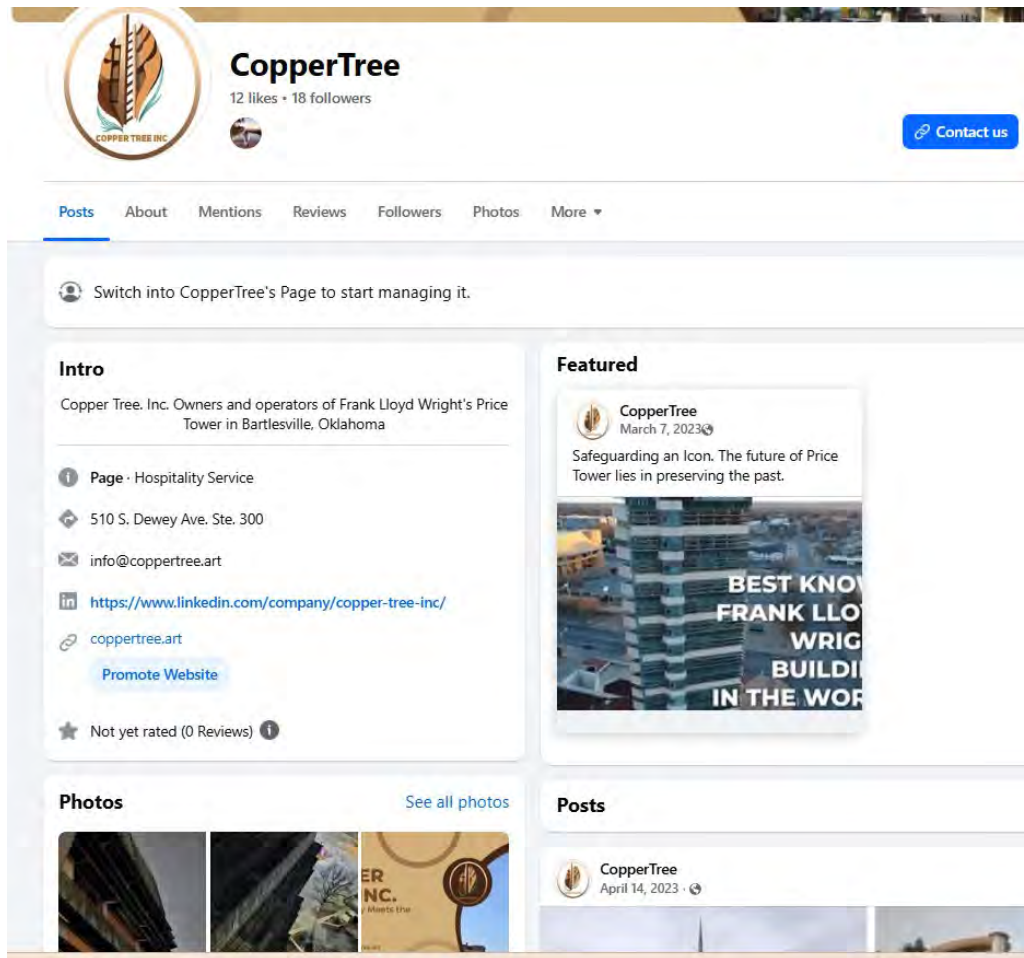
Corporate Due Diligence, Partner and Financing Outreach Sample

Name	Date modified	Type	Size
 Corporate and CEO bios	9/12/2023 6:23 PM	Adobe Acrobat D...	464 KB
 Corporate Bio	9/12/2023 6:17 PM	Adobe Acrobat D...	331 KB
 Cynthia Blanchard Bio	9/12/2023 5:37 PM	Adobe Acrobat D...	142 KB
 Price Tower Restoration	8/17/2023 11:29 PM	Adobe Acrobat D...	697 KB
 Notice_9930445002_60_and_over_1a97448...	7/11/2023 3:48 PM	Adobe Acrobat D...	34 KB
 Copper tree Bios	7/11/2023 11:39 AM	Adobe Acrobat D...	689 KB
 Copper tree Bios	7/11/2023 11:39 AM	Microsoft PowerP...	1,289 KB
 Copper tree, Inc & subsidiaries - Org Cha...	7/11/2023 11:35 AM	Microsoft PowerP...	1,585 KB
 Use Of Funds 5 Year	7/5/2023 6:12 PM	Adobe Acrobat D...	55 KB
 Use Of Funds Total	7/5/2023 6:12 PM	Adobe Acrobat D...	52 KB
 Copper-Tree Proforma 7-6-2023-FY2024-...	7/5/2023 5:44 PM	Adobe Acrobat D...	66 KB
 Use-of-Funds-Copper-Tree-Net-Revenue...	7/5/2023 5:41 PM	Adobe Acrobat D...	21 KB
 Price Tower Restoration Plan and Summa...	7/1/2023 5:34 PM	Adobe Acrobat D...	713 KB
 Price Tower Restoration Plan	7/1/2023 5:33 PM	Adobe Acrobat D...	4,941 KB
 Copper-Tree-Net-Revenue-Projections-6...	7/1/2023 3:40 PM	Adobe Acrobat D...	58 KB

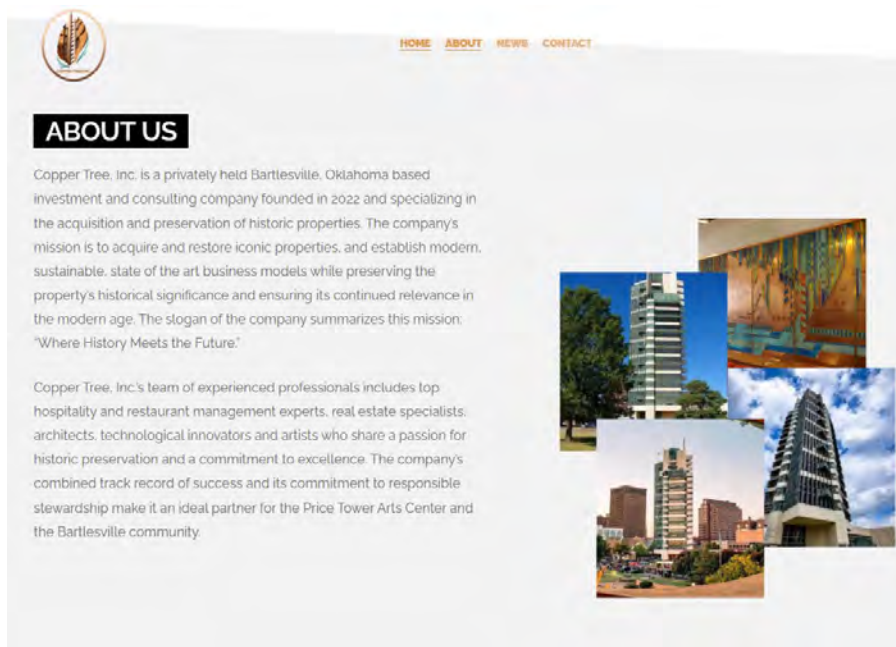
Digital marketing and Social



The screenshot displays the Facebook interface for managing the 'Love 66 Bistro' page. On the left, the 'Manage Page' sidebar is visible, featuring a search bar, navigation icons, and a list of management tools including 'Professional dashboard', 'Insights', 'Ad Center', 'Create ads', 'Boost Instagram post', and 'Settings'. Below these are 'More tools' such as 'Meta Verified', 'Leads Center', and 'Meta Business Suite'. A prominent button at the bottom of the sidebar prompts the user to 'Switch into Love 66 Bistro's Page to take more actions'. The main content area shows the 'Love 66 Bistro' page profile, which includes a yellow and black logo, the page name, and statistics: '245 likes · 261 followers'. Navigation buttons for 'Following', 'Message', and 'Search' are present. Below the profile, a 'Switch into Love 66 Bistro's Page to start managing it.' button is displayed. The page intro section features the text 'Humbled and Grateful' and provides the restaurant's location: '510 Dewey Ave, Bartlesville, OK, United States, Oklahoma'. It also indicates that the page is 'Not yet rated (0 Reviews)'.



Web Development





[HOME](#) [ABOUT](#) [NEWS](#) [CONTACT](#)

Contact Us

First Name Last Name

Where Are You Contacting Us From *(Required)*

- ☐ United States
☐ US Overseas Territory
☐ Canada
☐ Outside The US or Canada

Email Phone Number

Are You Making a Press Inquiry? *(Required)*

- ☐ Yes
☐ No

Are You a Guest at one of our Properties *(Required)*

- ☐ Stayed or visited in the past
☐ Booked an upcoming stay or visit
☐ Not a Guest

Date Of Stay or Visit *(Required)*

Month Day Year

•

Exhibit c

Re: Press Release

Cynthia Blanchard <cynthia@thepricetower.com >

Tue, 14 Mar 2023 9:44:02 PM -0400

To "Mike Moran"<mike@pictoriastudios.com>

Cc "Dale Takio"<dtakio@taktikenterprises.com>

This is perfect!!! Excellent!! Thank you thank you thank you!

On 3/14/23 8:37 PM, Mike Moran wrote:

--

Cynthia Blanchard
CEO/Copper Tree, Inc.
The Price Tower
510 S. Dewey Ave. #3560
Bartlesville, OK 74003
PH: 310-435-5707

Copper Tree Inc, & Subsidiaries
510 South Dewey Ave
Ste. 300
Bartlesville, OK 74003

FOR IMMEDIATE RELEASE

March 15, 2023

Bartlesville, Oklahoma - Copper Tree, Inc is pleased to announce, along with the support and trust of the entire Board of Directors and the Members of the Price Tower Arts Center [PTAC], our organization has purchased the historic Price Tower in Bartlesville, Oklahoma.

Designed by renowned architect Frank Lloyd Wright, the Price Tower is a masterpiece of organic architecture and a National Historic Landmark. Built in 1956 as the corporate headquarters for the H.C. Price Company, Wright referred to his extraordinary design, as "the tree that escaped the crowded forest". It remains the only Wright-designed skyscraper ever built.

Cynthia Blanchard, principal of Copper Tree, Inc. stated " We are truly humbled to be entrusted with this work of artistic genius. Our primary mission is to preserve this icon as it was originally envisioned nearly 70 years ago. Our team is dedicated to making the Price Tower one of the best preserved, safest, and best known Frank Lloyd Wright buildings in the world. We will work hard

Exhibit C

everyday to ensure the Price Tower becomes a polished gem in our community, and serves as a beacon for the arts, science, music, technology and education for many decades to come.”

As the new owners of the Price Tower, Copper Tree’s vision is to first revitalize the property’s infrastructure, then transform it into a vibrant cultural center that celebrates the intersection of art, architecture, and design. We plan to collaborate with local, national and global artists, architects, and designers to create innovative programming that engages and inspires visitors of all ages.

Copper Tree is committed to maintaining the integrity of Wright's design while also incorporating modern amenities that will make the Price Tower an even more attractive destination for visitors and residents alike. We look forward to sharing our plans with the community in the coming months as we transition towards our longer term goals.

Media Contact:

Mike Moran

pricetower@pictoriastudios.com

About Copper Tree:

Copper Tree, Inc. is a privately held Bartlesville, Oklahoma based investment and consulting company founded in 2022 and specializing in the acquisition and preservation of historic properties. The company's mission is to acquire and restore iconic properties, and establish modern, sustainable, state of the art business models while preserving the property’s historical significance and ensuring its continued relevance in the modern age. The slogan of the company summarizes this mission: "Where History Meets the Future."

Copper Tree, Inc.'s team of experienced professionals includes top hospitality and restaurant management experts, real estate specialists, architects, technological innovators and artists who share a passion for historic preservation and a commitment to excellence. The company's combined track record of success and its commitment to responsible stewardship make it an ideal partner for the Price Tower Arts Center and the Bartlesville community.

For more information about Copper Tree, Inc. please visit <https://coppertree.art>.

About the Price Tower Arts Center:

The Price Tower Arts Center is a non-profit organization dedicated to preserving and promoting the historic Price Tower, a National Historic Landmark and masterpiece of organic architecture designed by Frank Lloyd Wright. The Price Tower Arts Center offers a variety of programs and exhibitions, including art, architecture, and design exhibitions, educational

Exhibit c

programs, and community events. For more information, visit

<https://www.pricetower.org>

Exhibit c

Re: Love66.art and websites**CB** Cynthia Blanchard <cynthia@thepricetower.com>

Sat, 12 Aug 2023 10:20:10 AM -0400 •

To "mike" <mike@coppertree.art>, "Cynthia Blanchard" <cblanchard@thepricetower.com>

Hi Mike,

Thank you for this email. It is detailed and I appreciate the time it took to lay all of this out. It is extremely helpful. A couple of questions: Is Love66.com available? Anthony has Love66Bistro.com, correct? I am trying to figure out my next step to get him to give you access. Anthem suggested I forward parts of this email to him to help him understand what you are creating, but I don't want him to take it to "his guys" and then have them claim to be doing the same thing. So...he is coming in town next week and we are going to make him sit down and talk with him and we will verbally tell him what the website/e-commerce plan is. We think this is the best approach.

I did talk with Ken a few times yesterday and sounds like things are moving forward. We also have the USDA route that is in motion as well as other verticals so hopefully there will be funds to move forward with this plan very soon. It would be great to have a call to go over this email on Monday if you are available with Donna and maybe DeShane (although it sounds like you've already had a good call with her) to get all of us on the same page. Please let me know if that works for you.

Thank you again,

Cynthia

On 8/11/23 11:55 AM, Mike Moran wrote:

Cynthia,

Here are immediate needs.

Three Websites

- Love66.art
- PriceTower.org
- WrightSteak.com (I also registered WrightSteakhouse if there is a problem)

Each one will have a design similar to herasoft.com In that it will be Billboard focused meaning we can easily swap out billboard pieces with new elements for events and seasonal specials. It will look good on both desktop and mobile. This is particularly important as up to 90% of visitors to a consumer-focused site will be mobile.

Initially the two restaurant sites will include

Exhibit

- Menus - In digital format that can be spidered across Google so we will show up in result for searches like "hamburgers near me." It will also allow us to get presence on several thousand menu aggregating sites, and make us future ready for things like DoorDash, TakeOut ordering and OpenTable. it will also allow us to change items and prices on the fly across hundreds of listings.

- reservations - simple system or button to call, will be replaced by OpenTable eventually
- About Us
- Blogs News and Social Links and Social Links.
- Ecommerce Back engine - When we have products it will need to be optimized, in the meantime we can sell gift cards.

PriceTower.org the Most important website of the Three.

- Similar content to what is there now, but with more modern optimized design.
- Swap-able Billboards so the site can be easily changed without breaking other elements.
- News and blog that will link to the Hundreds (if not thousands) of orphaned links that we are not currently benefiting from.
- Bios of Principals - This will allow us to control the narrative as far as reputation management goes and quash any troll garbage that pops up making it a non issue.

I will need at least one 15-30 video element for each that will be a visual grab. (see herasoft.com)

Server set up, speed balancing, load time optimization in set up is as important as anything else in the eyes of search engines. I would love to have Dax do this as he is an absolute AWS Master, but his freelance rate are kind of expensive if Anthem is not already paying him. I can have my team do the initial set up and when revenue is flowing we can have Dax come in.

Set up Social Sites, Google Reviews, TripAdvisor, Yelp, FourSquare and about 250 others with basic citations and descriptions.

Mass email system Something along the lines of Costant Contact or MailChimp, my preference is SendInBlue as it is least expensive, and not run by evil California people. This system will be used to send out newsletters, Guest follow-up surveys, and invitations to join us on social media.

Bottom Line for Phase one:

\$3500 August

\$3500 Sept

Exhibit
\$3500 October

We will prioritize Love66 and get a basic launch-able site up within 5 Days Full site will take 5-6 weeks. Full build of everything will be 12 weeks. Will need quality images of the venue, and food and quick content approval (12-24 hours) to make sure we hit those deadlines.

In an Ideal world I would like to bring a 3D and 2D sketch artist, drone photographer and professional food photographer as we are positioning ourselves as a high end luxury venue, but I can probably hack my way through it if we don't have the budgets.

P.S. I reached out to Deshane about social media, she is obviously passionate about the building, the art, and is the creative talent behind the seasonal events. Exactly the type of person i like to work with. I can show here a few technical tricks to drive engagement and work with her on #tags and a calendar then let her lose!



Mike Moran

EVP of Marketing and Experiences

+1-407-363-1708

mike@coppertree.art

coppertree.art

--
Cynthia Blanchard
CEO/Copper Tree, Inc.

Moran - 000036

Exhibit c

Re: Silicon Ranch Final

CB

Cynthia Blanchard <cynthia@thepricetower.com>

Sun, 18 Jun 2023 9:45:40 PM -0400 •

To "mike" <mike@coppertree.art>, "Anthem Blanchard" <ablanchard@thepricetower.com>

It's perfect! Am sending tonight. Thank you and great great job!!!!

On 6/18/23 8:19 PM, Mike Moran wrote:

Let me know if anything else needs to be changed.



Mike Moran

EVP of Marketing and Experiences

+1-407-363-1708

mike@coppertree.art

coppertree.art

--

Cynthia Blanchard
CEO/Copper Tree, Inc.
The Price Tower
510 S. Dewey Ave.
Bartlesville, OK 74003
PH: 310-435-5707

Love 66 Name, Concept and logo First Use in Trade

Me <mike@pictoriastudios.com>

Tue, 12 Sep 2023 5:58:10 PM -0400 •

To "Cynthia Blanchard" <cynthia@thepricetower.com>

Name

The "Love 66" concept was created by Pictoria Studios USA, Inc., acting under contract with Copper Tree Inc. The project came about in response to Anthony Flschler's public comments about opening a restaurant in the Price Tower as part of a yet unsigned partnership with CopperTree to be named "8 Days a Week." From a marketing perspective, I found this name problematic due to the difficulty of marketing the name of a popular Beatles song through search engines that already have millions of indexed sites that reference the phrase. After doing extensive research into existing trademarks and analyzing multiple data points to judge marketability, the name Love 66 was chosen to present as an alternative.

The name is based on the iconic 66 sculpture in front of the Price Tower and Robert Indiana, the artist who created it. Indiana is most famous for the LO-VE sculpture in Philadelphia and the related artwork on US postage stamps. The name was also intended to have a dual meaning by using the word "Love," which is immediately identifiable with the 60's era "counter-culture" and as a reference to 1966, which was the year the Beatles first went into the studio to record Sgt. Pepper's Lonely Hearts Club Band. The marketing concept was to make the sculpture an Instagram-able photo stop that could be tagged with the hashtag #Love66. Research showed the tag was sparsely used and could immediately be associated with the restaurant across multiple social media platforms. I first proposed the concept during a phone call with Anthem Blanchard and Anthony Flschler in May 2023.

Logo

The logo was designed independent of any input from Mr. Flschler as his initial idea of using Robert Indiana's trademarked "LO-VE" script was not feasible. (Lack of understanding of fair use, trademark law and infringement on other party's intellectual property seemed to be a recurring issue in my dealings with Mr. Flschler) Artist Michael Giblisco created the design for the Love 66 logo under contract with Pictoria Studios (see enclosed invoice). Giblisco is well known for his work in television and feature films and has a great deal of experience creating original trademark-able logos for product lines. The concept is a simple black or white logo that can instantly be recognized by just the silhouette. This makes the logo suitable for any color background or merchandise. The iconography of the concept was a brush stroke heart to symbolize a tight, friendly circle with an open end, which in popular culture means that everyone is welcome inside.

First use in Trade

In preparation for trademark registration, Pictoria (on behalf of Copper Tree) immediately launched a [Facebook page](#) to claim first use on **May 22, 2023**. This represents the first use in trade of Love 66 as it relates to a restaurant or clothing line. This was later followed up with a website at the domain love66.art, which was acquired on May 28th, 2023

Exhibit c

Page transparency



Page information for Love 66 Bistro ⓘ

Love 66 Bistro
Restaurant

History ⓘ

Changed name to Love 66 Bistro
July 6, 2023Created - Love 66 Cafe
May 22, 2023

Ads from this Page



This Page is not currently running ads.

[Go to Ad Library](#)[Close](#)**Ownership**

As of today, September 12, 2023, the work described above temporarily remains the property of Pictoria Studios USA, Inc., as the entire project is currently statused as "unpaid work product." Pictoria never has, and never will enter into a rights agreement with Mr. Flschler or any of his related entities, as we found him to not be a reasonable or trustworthy individual, and interactions with him were often unpleasant.

Once additional funding is available and contract terms settled, all rights and claims of ownership will immediately be transferred to Copper Tree, Inc.

Michael J Moran CEO
Pictoria Studios USA

Moran - 000039

Exhibit c



+1-407-363-1708



+1-407-906-6299



pictoriastudios.com

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1 Attachment(s) • [Download as Zip](#)



Logo Invoice Transaction detailspdf

236.1 KB •

Exhibit c

Press Release First Go



Me <mike@pictoriastudios.com>

Mon, 14 Aug 2023 6:45:31 PM -0400 •

To "Donna Keffer" <dkeffer@thepricetower.com>

Cc "Cynthia Blanchard" <cynthia@thepricetower.com>, "dale" <dale@taktikenterprises.com>

Team,

Here is a simple version. Need some High-res Photos and possibly some B-Reel video if we want to get serious inc. Maybe Deshane could grab some for us.

Cynthia,

Do we want to use this as an opportunity to introduce Silicon Ranch. Say something like. "Love 66 dovetails with our vision to build a creative community centered around Price Tower, a place for innovators to gather and share big ideas"

FOR IMMEDIATE RELEASE

Love 66™: A Groovy Culinary Journey to the 1960s Set to Open Its Doors on August 15, 2023

[BARTLESVILLE, DATE] – Get ready to step back in time and experience the vibrant spirit of the 1960s as Love 66™, a new immersive dining experience, announces its highly anticipated grand opening on August 15, 2023. Nestled in the heart of Bartlesville at Frank Lloyd Wright's iconic Price Tower, Love 66 is poised to become the go-to destination for those seeking a unique dining experience that celebrates an era of self-expression, innovation, and an artistic revolution.

Love 66™ invites patrons to relive the magic of the swinging sixties through a carefully curated menu that combines classic comfort foods with a modern twist. From mouthwatering burgers and crispy onion rings to creamy milkshakes and savory sandwiches, the talented chefs at Love 66 use locally sourced, fresh ingredients to recreate the unforgettable flavors of the past.

The restaurant's ambiance is a captivating blend of psychedelic décor, vintage memorabilia, and iconic pop culture references, offering an immersive journey into an era defined by its unique character and creative energy. Love 66 is more than just a restaurant; it's a tribute to the individualism that inspired generations of innovators in the arts, music, and technology.

"We are thrilled to announce the grand opening of Love 66™ on August 15th," says Cynthia Blanchard, CEO of CopperTree, Inc. "Our team has worked tirelessly to create an entertaining atmosphere that will immerse our guests in creative energy and the the spirit of individualism that

Exhibits

continues to inspire us today. We can't wait to welcome guests to experience the nostalgia, the flavors, and the energy of Love 66."

In addition to its delectable culinary offerings, Love 66™ will feature live music performances, spotlighting the iconic hits of the 60s and honoring the legendary artists who defined the era.

As a significant part of the Price Tower's revitalization, Love 66™ is set to attract not only locals but also visitors from the region, becoming a cultural and culinary landmark that invites everyone to embrace the past while savoring the present.

For more information, reservations, and updates about the grand opening celebration, please visit Love66.art or follow Love 66 on Facebook.

Media Contact:

[CONTACT NAME]

[PHONE NUMBER]

[EMAIL ADDRESS]

###

About Love 66:

Love 66 is a themed nostalgia restaurant located in the heart of Bartlesville, offering an immersive dining experience that celebrates the vibrant spirit of the 1960s. With a carefully curated menu, iconic décor, and live music performances, Love 66 takes diners on a journey back in time while honoring the legacy of individualism that shaped a generation

About Copper Tree:

Copper Tree, Inc. is a privately held company specializing in the acquisition and preservation of historic properties. The company's mission is to acquire and restore iconic properties, and establish modern, sustainable, state of the art business models while preserving the property's historical significance and ensuring its continued relevance in the modern age. The slogan of the company summarizes this mission: "Where History Meets the Future."

Copper Tree, Inc.'s team of experienced professionals includes top hospitality and restaurant management experts, real estate specialists, architects, technological innovators and artists who share a passion for historic preservation and a commitment to excellence. The company's combined track record of success and its commitment to responsible stewardship make it an ideal partner for the Price Tower Arts Center and the Bartlesville community.

.

[High-resolution images and additional materials available upon request.]

Michael J Moran CEO

Moran - 000042

Exhibit c

Re: New submission from Copper Tree Art Website

CB Cynthia Blanchard <cynthia@thepricetower.com>

Thu, 26 Oct 2023 3:47:46 PM -0400 •

To "Mike Moran" <mike@coppertree.art>

Thank you so much Mike. I will give her a call. Will have updates very soon. And thank you for your patience. Greatly appreciate it.

Sent from my iPhone

On Oct 26, 2023, at 2:40 PM, Mike Moran <mike@coppertree.art> wrote:

Cynthia FYI,

I just had a brief call with the lady below to see what she was looking for. Apparently, she has heard that the Price Tower is looking for investors and wanted to see what we had in the way of equity opportunities. I was noncommittal but told her I would have a board member or someone qualified to discuss specific opportunities with her call back. Her original message and contact info are below.

Mike

===== Forwarded message =====

From: Copper Tree <press@coppertree.art>

To: <press@coppertree.art>

Date: Mon, 23 Oct 2023 15:32:59 -0400

Subject: New submission from Copper Tree Art Website

===== Forwarded message =====

Name

Haley Stephens

Email

hstephens@commercialoklahoma.com

Phone

19185192592

Price Tower

Hi there,

My name is Haley and I'm a commercial real estate broker here in Tulsa. I have had a client ask me to reach out about opportunities within the Price Tower. Can you please give me a call at your earliest convenience?

Moran - 000043

Transaction details

July 11, 2023 at 12:38:40 PM EDT | Transaction ID: 4CB41326R3459842Y

Invoice Sent

Gross amount

Payment Status: Completed

Shipping Status: Order Processed

-\$1,500.00 USD

Payment Type: Checkout

[View Invoice Details](#)

Shipping address

Michael Moran

3517 Watercrest Place

Orlando, FL 32835

UNITED STATES

Confirmed

Tracking Information

No Shipment Tracking

July 12, 2023 at 7:14:01 AM EDT

Sent by MANUAL

Order details	Quantity	Price	Subtotal
LOVE66 Logo Design Concept and Technical Design	1	\$0.00 USD	\$0.00 USD
Concept Art LOVE (Building Design/Concept Art)	1	\$500.00 USD	\$500.00 USD
Heart 66 (Design/Concept Art) Design/Concept Art	1	\$500.00 USD	\$500.00 USD
Vectorize & Delivery of (3).ai files on 6/15/23 Vectorize & Delivery - 1) LOVE Building logo; 2) Heart 66 Logo And; 3) Combined LOVE 66 Building logo	3	\$170.00 USD	\$510.00 USD
Discount Items Discount	1	-\$10.00 USD	-\$10.00 USD
Purchase Total			\$1,500.00 USD

Your Payment

Purchase Total -\$1,500.00 USD

Gross Amount -\$1,500.00 USD

PayPal Fee \$0.00 USD

Net Amount -\$1,500.00 USD

Invoice ID INV2-NT2S-WBSS-X3BY-SLLQ

Shipment details
No Shipment Tracking
MANUAL

Reason Invoice

Moran - 000044

Exhibit e

Contact Info

Michele Gibilisco

The receiver of this payment is **Verified**

mgaffil2017@gmail.com

Payment Sent to

mgaffil2017@gmail.com

Funding details

Funding Source: -\$1,500.00 USD - TXNBML

Need help?

Go to the Resolution Center for help with this transaction, to settle a dispute or to open a claim.

Re: Fwd:**Cynthia Blanchard** <cynthia@thepricetower.com >

Wed, 16 Aug 2023 8:07:48 PM -0400

To "mike"<mike@coppertree.art>

I sent Anthony response from our lawyers that confirm it can not be used. I understand that Donna's husband is creating a new menu and will not include anything associated with the Beatles insignia. I also checked with counsel and the three specialty drinks, which are a play on beatles song titles, will be fine as long as the suggestions the lawyer suggested are followed. They are following the suggestions, so please don't worry when you see the three drink names. They have been vetted.

I currently asked Hugh, our counsel to look through the contract and confirm that we have correctly interpreted the clauses that refer to "intellectual property". I need a written opinion from him to stop Anthony from continuing to go rogue. This is the only thing that will work. Hugh said he would get to it tonight since he's been in an arbitration all week.

We are addressing this and are going as fast as possible to get this issue solved. As I mentioned, I need to be cc'd on all communication with DeShane and Donna so we can all be on the same page.

I will keep you posted and hopefully I'll get Hugh's email tonight and then will forward to Anthony. He is in town so this should be quite interesting.

We can have a call tomorrow. Let me see what works for Donna and DeShane and we will let you know. Please let me know what times don't work for you.

~Cynthia

On 8/16/23 6:56 PM, Mike Moran wrote:

Cynthia,

The Menu Was was up on pricetower.org with a clear prominent "the BEATLES" trademark violation as well as several other potential Trademark infringements including fonts that are registered and not licensed to be used for commercial purposes. I have enclosed a pdf screenshot. As someone who ran a licensing organization, I know you understand how serious of a problem this is.

This is one of the most protected trademarks in the world, protected by a massive legal department. This violation was posted openly on our most high domain reputation site. It could have been (and may still be if we didn't catch it in time) potentially catastrophic. I took it down before it could be spider-ed and copied on aggregators sites where it would exist forever. This is in no way "harmless" see below.

THE BEATLES' APPLE CORPS WINS \$77M DEFAULT JUDGMENT IN TRADEMARK INFRINGEMENT LAWSUIT

Exhibit C

<https://www.musicbusinessworldwide.com/the-beatles-apple-corps-wins-77m-default-judgment-in-trademark-infringement-lawsuit-over-fake-merch/>

Likewise in our last meeting everyone on the call was in agreement we were not going to use the "Love66Bistro.com" website. This prompted me to spend not an insignificant amount of time putting up a landing page at love66.art and I correctly asked DeShane to take anything that referenced that website.

Whatever other people's good intentions, I need to be the sole gatekeeper on all of this and all marketing per multiple discussions we have had and my agreement with CopperTree. Please redirect DeShane, Donna or whoever else has questions back to me. If we are going to continue working with Anthony it's even more important as he needs someone to nudge him away from his chaotic instincts.

If you would like to have a one-on-one call to discuss this further I am open. just let me know when.



Mike Moran

EVP of Marketing and Experiences



+1-407-363-1708



mike@coppertree.art



coppertree.art



---- On Tue, 15 Aug 2023 10:50:49 -0400 **Cynthia Blanchard**
[<cynthia@thepricetower.com>](mailto:cynthia@thepricetower.com) wrote ---

Hi Guys,

DeShane forwarded this message to Donna who reached out to me. You are correct that the "donate now" buttons need to be deactivated since PTAC will be dissolving in the near future. I do believe, however, that part of the acquisition was that we acquired all of the assets of PTAC, which includes the website. I have a call into our lawyer this morning to confirm, but I'm almost 100% on this. So, until our new site is up, it should be fine to use our assets, which include the online presence of PTAC. There is no concern about legal issues with PTAC.

Also, the art gallery is a Copper Tree entity and is owned by Copper Tree. That means that the exhibits are under the umbrella of Copper Tree. We need to have a call to help you all understand all the structure. At one point we considered letting the art gallery be part of the non-profit, but we have decided to not do that and keep the gallery as part of the for profit company.

Exhibit

If you all could cc both Donna and me with all communication with DeShane that would be appreciated. It will cut down on much confusion.

As for the website update, I have a message into our lawyer Hugh and think I'll need to get a written statement from him concernint Love66Bistro.com. That is the only way Anthony will understand he can't go "rogue". I'll keep you posted on this.

Thank you both and I did talk with Ken a few times yesterday, so hopefully things are moving forward. Prayers and fingers crossed@

Thank you again,

Cynthia

----- Forwarded Message -----

Date: Tue, 15 Aug 2023 09:37:56 -0500

From: Donna Keffer <dkeffer@thepricetower.com>

To: Cynthia Blanchard <cynthia@thepricetower.com>

Exhibit c

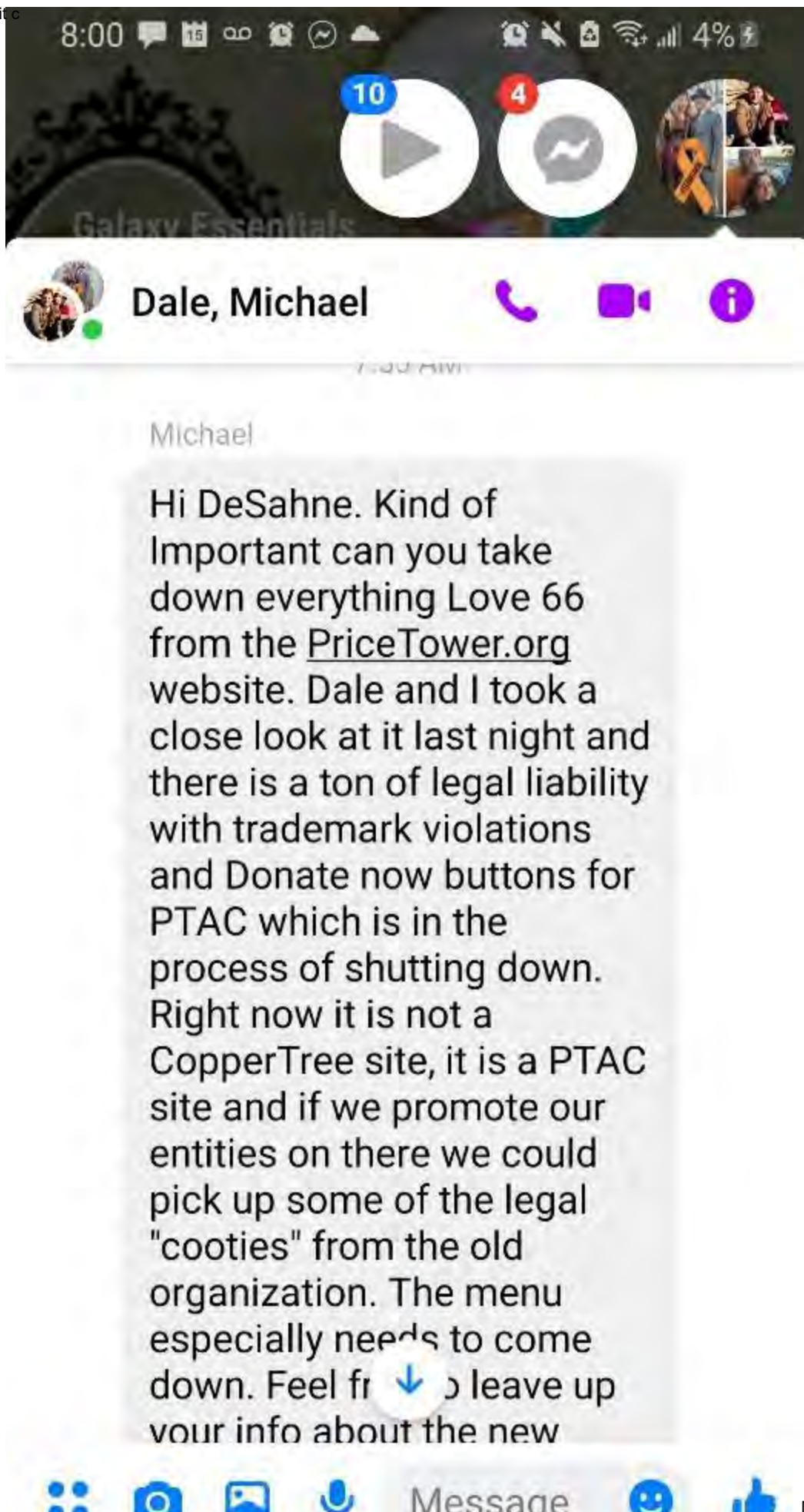
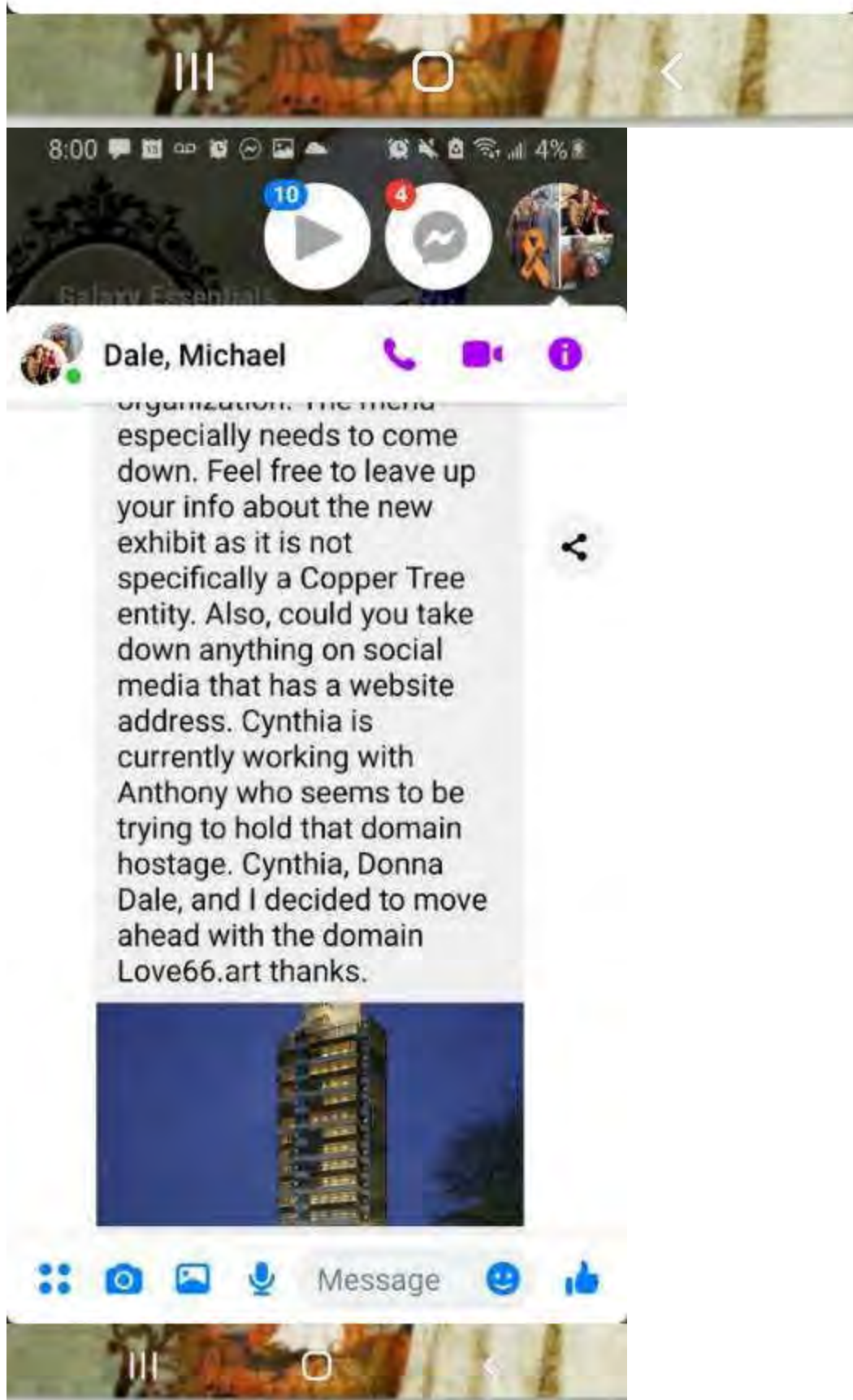


Exhibit c



Sent from my iPhone

Exhibit c

--

Cynthia Blanchard
CEO/Copper Tree, Inc.
The Price Tower
510 S. Dewey Ave.
Bartlesville, OK 74003
PH: 310-435-5707

Re: Invoice - INV-003542 from Pictoria Studios USA

Cynthia Blanchard <cynthia@thepricetower.com >

Thu, 17 Aug 2023 1:02:51 PM -0400

To "Mike Moran"<mike@pictoriastudios.com>

Cc "rnicols"<rnicols@thepricetower.com>

As I mentioned yesterday to you, Paul has been working on this. He has not been available until today, so I don't know how far along he is but we are working on it.

Sent from my iPhone

On Aug 17, 2023, at 11:48 AM, Mike Moran <mike@pictoriastudios.com> wrote:

Cynthia,

Enclosed, is a cleaned-up version of the accounting for Pictoria up to this point. It is important to get an accurate picture of exactly where we are, as it has now been more than a month since we last talked about any addendums or equity in lieu of discounts. As such this should allow for a cleaner and more fluid discussion based on the account's current status

As always my door is open for further discussions and any out-of-the-box ideas that fairly benefit everyone involved in an effort to bring the account out of default status. Thanks for your attention. Looking forward to getting things back on track.

Your invoice INV-003542 can be viewed, printed or downloaded as a PDF file from the link below. You can also choose to pay it online.

[Click to view Invoice](#)

We look forward to doing more business with you.
For your convience I have enclosed all outstanding invoices and an account statement.

Feel free to call if you or Renee have any questions, but this should be accurate to date.

Regards,
Mike Moran
Pictoria Studios USA

Exhibit c

O: +1-407-906-6299

C: +1-407-363-1708

["We Make the unreal Real"](#)

pictoriastudios.com

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<INV-003542.pdf>

<satatement_CopperTreeInc_Due_to_Pictoria_Studios_as_of_August_17,_2023.pdf>

<INV-003538_August_2023.pdf>

<INV-003520_July_2023.pdf>

<INV-003517_June_2023.pdf>

<INV-003510_May_2023.pdf>

Re: Website and e-commerce rollout plan

Cynthia Blanchard <cynthia@thepricetower.com >

Thu, 05 Oct 2023 11:25:18 AM -0400

To "Mike Moran"<mike@coppertree.art>

Hi Mike,

I am in receipt and appreciate your email outlining a potential e-commerce plan for Price Tower, thank you.

As you so well know, we are aggressively seeking financing. Assuming we are successful, and I am optimistic, we will certainly revisit your plans and your thoughts moving forward.

Thank you again,
Cynthia

On 10/4/23 12:26 PM, Mike Moran wrote:

--

Cynthia Blanchard
CEO/Copper Tree, Inc.
The Price Tower
510 S. Dewey Ave.
Bartlesville, OK 74003
PH: 310-435-5707

Cynthia,

Just checking in to see if there are any updates on funding. I guess we are still in a holding pattern for the website development until funding comes through. I just wanted to add this to the queue so we can fit it into any plans or budgets.

Below is a plan to strengthen our online presence and e-commerce capabilities. This isn't just about selling merchandise; it's about the positive impact it can have on our entire family of businesses, including restaurants, festivals, hotel stays, and museum tours. Think of it as a boost that ripples through our organization, enhancing every aspect of what we do. As a side note it will also further enhance our online reputation and protect both the company and us personally from any troll problems in the future.

This plan is rooted in real-world numbers and insights taken directly from my experience working on past and current projects. \$1 million in sales over 18 months is a reasonable goal to aim for based on similar success rolling out other platforms, especially with the head start of PriceTower's domain reputation. It also aligns with a current charity project I am rolling out with Archie Griffin and Jerry Lucas' charity that is marketing officially licensed Ohio State products. Below, you'll find a brief overview,

Exhibit C

which can be expanded upon. I'm here to provide more details and answer any questions you may have. Let's dive in!

18-Month e-commerce Plan

Gross revenue goal

\$1,000,000 in total sales through the platform

Initial Investment:

- Website Development and E-commerce Platform: \$5,000 - \$10,000 (one-time cost)
- Initial Inventory and Product Sourcing: \$100,000 - \$200,000
- Marketing and Advertising Setup: \$5,000 - \$10,000 (includes branding, initial ads setup, and tools)
- Legal and Business Expenses: \$5,000 - \$10,000 (licenses, permits, contracts, etc.)

Monthly Operating Expenses:

- Product Costs: This will depend on pricing and profit margins, but for estimation purposes, let's assume \$300,000 for 18 months (\$16,667 per month).
- Website Maintenance and Hosting: \$100 - \$300 per month (totaling \$1,800 - \$5,400 over 18 months).

Marketing and Advertising:

- Paid Advertising (Google Ads, Facebook Ads, etc.): \$10,000 - \$20,000 per month (totaling \$180,000 - \$360,000 over 18 months).
- Content Creation and Social Media Management: \$1,500 - \$3,000 per month (totaling \$27,000 - \$54,000 over 18 months)
- Email Marketing Tools: \$100 - \$200 per month (totaling \$1,800 - \$3,600 over 18 months).
- Influencer Marketing: Allocate a budget of \$15,000 - \$30,000 for influencer collaborations over an 18-month period.

Variable cost (TBD)

- Employee Salaries: budget for salaries, and taxes. The number of employees and salaries will vary widely based on business needs.
- Inventory Replenishment: A portion of your monthly budget to replenishing inventory as it sells. This will depend on sales volume and product turnover.
- Miscellaneous and Contingency: Allocated as a buffer for unforeseen expenses. Budget \$5,000 - \$10,000 for this.

Total Estimated Budget for 18 Months: Roughly \$500,000 - \$800,000

Net Profit \$200,000- 500,000

Exhibits

Recurring Sales after 18 months from the fully developed platform

Average \$100,000 in net sales per month with seasonal variation



Mike Moran

EVP of Marketing and Experiences



+1-407-363-1708



mike@coppertree.art



coppertree.art

EXAMINER-ENTERPRISE

NEWS

Price Tower: Sold for the debt, \$10 and a promise



Andy Dossett

Bartlesville Examiner-Enterprise

March 25, 2023 | Updated March 29, 2023, 9:59 a.m. CT

After years of financial woes and struggles to maintain Price Tower, a local company says it will breathe new life into the historic property.

Copper Tree Inc. took over ownership of the Frank Lloyd Wright-designed skyscraper several weeks ago, with promises to infuse \$10 million into the project for upgrades and renovations.

As the only skyscraper designed by legendary Frank Lloyd Wright ever built and as a beloved landmark for the Bartlesville community, the EE is working to learn more about the new owners and the deal struck between the nonprofit Price Tower Arts Center and Copper Tree Inc.

Here's what we found out so far:

What is Copper Tree, Inc.?

Copper Tree, Inc. was incorporated in Delaware a year ago. The company recently released a statement from one of its principals Mike Moran, based in Orlando, Florida, that described Copper Tree as "a privately held company specializing in the acquisition and preservation of historic properties."

Cynthia Blanchard, CEO of Copper Tree, said Copper Tree is "a locally based company with a desire to save Price Tower."

Who are the owners?

When asked who owns Copper Tree, Blanchard said, "Well, you're talking to her, and it's me."

"Our goal is to embrace the community, not push the community away," said Blanchard. "I think that the reason that, not that it's been dodgy, but that it's been like we don't want to get into this person owns this amount because the goal has been since our conversations began that the Price Tower is the heart and soul and that should be the focus."

Blanchard said they don't plan to announce who has equity in the company but she did indicate the number of investors.

"There are five of them, and quite frankly, it's earned equity from the people that have given their time, and they haven't gotten paid for it until now," said Blanchard.

Who else is on the Price Tower team?

Blanchard describes the people involved as "working for," "on the team," "having contracts with," or "consultant," but stops short of calling anyone an employee.

The names Blanchard confirmed are associated with the project are Mike Moran, Dale Takio, Scott Ambler, and Allen Meizlish, some of whom have ties to HeraSoft in Bartlesville, where Blanchard stepped back from her role as president and her husband Anthem Blanchard is listed as co-founder and CEO.

Moran lists his title on LinkedIn as principal at Copper Tree and executive vice principal of marketing and experiences for Price Tower. He was the marketing director for HeraSoft until March of this year. He is also the founder and CEO of Pictoria Studios USA, an Orlando-based software development company specializing in blockchain, AI, 3D animation, and digital media applications.

In a LinkedIn post, Takio announced that he was the Managing Director, Executive Vice Principal and minority owner at Copper Tree, Inc. Currently, he is the special

Moran - 000058

Exhibit D: Termination Email

Description:

Exhibit D is a true and correct copy of an email dated October 31, 2023, from Paul Albert to Mike Moran regarding the termination of the services agreement between Pictoria Studios USA, Inc. Copper Tree, Inc. The email communicates the client's intent to terminate the current agreement due to a shift in the company's needs but explicitly expresses a desire to continue working with [Your Name/Company] under a restructured agreement. It also references ongoing efforts to settle cash obligations with other parties and proposes an alternative payment arrangement involving artwork if cash payment is not feasible within two weeks.

Contents:

- **Sender and Recipient:** Paul Albert, representing the client, to Mike Moran, representing Pictoria Studios
- **Date and Subject:** Sent on October 31, 2023, at 2:59 PM EDT, with the subject line "Consulting Agreement."
- **Key Points:**
 - Notification of termination of the current services agreement, citing that the company no longer requires services under the existing structure.
 - Expression of intent to negotiate a new agreement aligned with the client's current needs, indicating ongoing value placed on Pictoria's services.
 - Mention of discussions to settle cash obligations with other contractors

Consulting Agreement

Paul Aubert < paul@herasoft.com >

Tue, 31 Oct 2023 2:59:45 PM -0400

To "Mike Moran"<mike@pictoriastudios.com>

Mike,

Cynthia asked me to touch base with you about your agreement. As you are aware, the Company is no longer in need of your services under the currently structured agreement. Therefore, we are prepared to terminate your agreement with the understanding that we would like to work with you to construct an agreement with you more in line with the needs of the Company. As you are also probably aware, we are working with Dale and Craig to settle up the Company's cash obligations to both of them (including their companies, Mystic and TakTik). We are willing to offer a similar inducement to you in which if the Company is not in a position to pay you back within the next two weeks, the Company would be willing to provide you with one of the pieces in its possession that you could take possession of (or perhaps Craig or Dale would take it on your behalf) with the purposes of selling or auctioning the piece(s) for satisfaction of your outstanding cash balance.

I will be providing you with the notice under the agreement, but I just wanted to give you a heads up and get your feedback on this proposal.

Please let me know.

Regards,

Paul

--

Confidentiality
Statement

This email
and any files
transmitted with it are confidential and intended
solely for the
use of the individual or entity to whom they are
addressed. This
message contains confidential information and is
intended only for
the individual named. If you are not the named
addressee you should
not disseminate, distribute or copy this
e-mail. Please notify the
sender immediately by e-mail if you
have received this e-mail by
mistake and delete this e-mail from
your system. If you are not the

Exhibit D
intended recipient, you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

Anthem

Holdings Company and Hera Software Development, Inc. (D/B/A

HeraSoft)

Termination notice

PA Paul Aubert <paul@herasoft.com>
Fri, 03 Nov 2023 6:12:27 PM -0400 •
To "Mike Moran" <mike@pictoriastudios.com>

Mike,

Neither I nor Cynthia as far as I am aware heard back from you. I am providing you with the official termination notice in this e-mail, but again, as I believe Cynthia has mentioned earlier, this does not mean that the Company does not want to work with you. It is just not feasible working under the current agreement.

Confidentiality Statement

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient, you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

Anthem Holdings Company and Hera Software Development, Inc. (D/B/A HeraSoft)

Regards,

Paul

📎 **1 Attachment(s)** • [Download as Zip](#)



Termination letter for Pictoria.pdf

150.5 KB • 🗑️

**COPPER TREE, INC.
GREEN COPPER HOLDING, LLC**

November 3, 2023

Pictoria Studios, Inc.
Attention: Michael Moran, President
Via e-mail: mike@pictoriastudios.com

Dear Mr. Moran:

This letter is in reference to the Consulting Agreement (the "Agreement") dated March 7, 2023 between you and Copper Tree, Inc., a Delaware corporation, and its wholly owned subsidiary, Green Copper Holding, LLC, a New Mexico limited liability company (together, the "Company"). This letter is being provided pursuant to the notice requirement pursuant to the Agreement under Section 12 thereof which permits notification via e-mail to the e-mail address on the signature page of the Agreement. The e-mail to which this notification is being sent is the e-mail set forth on the signature page of the Agreement.

Pursuant to Section 18 of the Agreement, the Company is hereby terminating the Agreement effective on December 17, 2023, which is the date that is forty-five (45) days from the date of this notice. Please be advised that the Company no longer requires services to be provided under the Agreement from this date forward. Furthermore, the Company hereby reserves all rights to terminate the Agreement for Cause pursuant to the Agreement.

Sincerely yours,

**COPPER TREE, INC.
GREEN COPPER HOLDING, LLC**

Paul Aubert

Paul Aubert, Authorized Signatory

Relevance to Claim:

Exhibit E directly counters the trustee's assertion that the services contract (Exhibit A) was an "illusory attempt to convert debt from another entity" by demonstrating that the Herasoft promissory note was a pre-existing, separate obligation, actively pursued as such. Key points include:

- **Separation of Obligations:** The promissory note predates the services contract and relates to a distinct transaction, with no provisions linking it to the 2023 contract's services (evidenced by Exhibits B and C). The July 17, 2023 email shows continued efforts to collect on the note, confirming it was not waived or merged into the services contract.
- **Independent Consideration:** The services contract involved new services with independent consideration, not a restructuring of the prior debt, as the note remained outstanding and separately addressed.
- **Good-Faith Pursuit:** The collection email reflects Pictoria's proactive efforts to enforce the note's repayment in 2023, post-dating the services contract's start, reinforcing that the contract was a genuine business arrangement, not a debt conversion mechanism.

Supporting Context:

Exhibit E complements Exhibits A (contract), B (invoices), C (proof of work), and D (termination email), which collectively establish the legitimacy and performance of the services contract from March to December 2023. The promissory note and collection efforts, treated as distinct from the services contract's obligations, refute the trustee's claim by showing no intent to convert debt. The email's reference to stalled discussions and the note's default status further illustrates that Pictoria maintained the debt as a separate claim, consistent with your assertion that no debt conversion occurred.

Invoice - INV-003533 from Pictoria Studios USA

Mike Moran <mike@pictoriastudios.com>

Mon, 17 Jul 2023 7:27:14 AM -0400

To "rnichols"<rnichols@anthemvault.com>,"anthem"<anthem@herasoft.com>

Cc "mike"<mike@pictoriastudios.com>

Anthem,

I am sending this August 1st invoice out about 1/2 a month early so we have some time to work. I just want to let you know that we are coming up on the 1-year anniversary of this note in August and it has been in default for most of that time. I had some brief discussions with Cynthia and Nathan when he was involved a few months back about finding a way to cure this, but those discussions fell by the wayside when Nathan backed out.

I am open to suggestions on how to move forward, but I need to get something locked in before the anniversary date.

Your invoice INV-003533 can be viewed, printed or downloaded as a PDF file from the link below. You can also choose to pay it online.

[Click to view Invoice](#)

Regards,
Mike Moran
Pictoria Studios USA

Michael J. Moran

CEO

O: +1-407-906-6299

C: +1-407-363-1708

["We Make the unreal Real"](#)

pictoriastudios.com

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Moran - 000065

Exhibit E

2 Attachment(s)

INV-003533.pdf

73.8 KB

Herasoft_Pictoria_Promissory_...

781.1 KB

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**ACT**”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THIS NOTE MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM. THE ISSUER OF THIS NOTE MAY REQUIRE AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE ISSUER THAT SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION OTHERWISE COMPLIES WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

PROMISSORY NOTE

\$99,000.00

September 1, 2022

FOR VALUE RECEIVED, Hera Software Development, Inc., a Delaware corporation (the “**Company**”), promises to pay to Pictoria Studios USA, Inc. or its registered assigns (collectively, “**Investor**”), the principal sum of Ninety Nine Thousand Dollars and No Cents (\$99,000.00). Upon the issuance of this Note, Investor will have provided Ninety Nine Thousand Dollars and No Cents (\$99,000.00) to the Company by virtue of the services provided by Investor to Company pursuant to the Consulting Agreement between Investor and the Company dated as of September 9, 2021. This Note is intended to satisfy \$99,000.00 in outstanding invoices between Investor and Company, and is not intended to satisfy all debts between Company and Investor.

The following is a statement of the rights of Investor and the conditions to which this Note is subject, and to which Investor, by the acceptance of this Note, agrees:

1. ***Payments.***

(a) *Payments; Prepayment.* The Company shall pay Two Thousand Seven Hundred Fifty Dollars (\$2,750.00) per month beginning on the date of this Note until the date that is the third anniversary of the date hereof (the “**Maturity Date**”), at which time the Company will have paid the full amount due hereunder. Upon the occurrence and during the continuance of an Event of Default, any amounts that are declared due and payable by the Investor or made automatically due and payable, in each case, in accordance with the terms hereof, shall be paid immediately. The Company may, at its option, choose to prepay all or a portion of the entire principal amount at any time during the term of this Note. In addition, the Company upon any of the following occurrences shall prepay the entire principal amount of this Note within 30 calendar days of such occurrence:

- i. Company receives an additional cash infusion of investment monies in an amount of One Million Dollars (\$1,000,000), in the aggregate, within the next 24 months; or,
- ii. Company receives business deposits of more than Five Million Dollars, in total, within any 12 month cycle beginning on the effective date of this Note; or,
- iii. Company borrows an amount of One Million Dollars (\$1,000,000), in the aggregate, within the next 24 months; or,
- iv. Company undertakes a transaction pursuant to which at least fifty percent of its outstanding equity is transferred to a third party either through merger, sale of stock or sale of assets; or,

v. “Cash” means any currency, including but not limited to gold, crypto, digital, or governmental issued currency.

(b) *General*. Payment on the Note to investor shall be in lawful money of the United States of America.

(c) *Interest*. Interest at the Post-Default Rate (as defined below) shall accrue on any amount that has not been paid on the date on which it is due and payable until such time as payment therefor is actually delivered to Investor.

2. **Definitions**. As used in this Note, the following capitalized terms have the following meanings:

“**Event of Default**” has the meaning given in **Section 3** hereof.

“**Post-Default Rate**” shall mean 18% per annum or, if less, the highest rate of interest then permitted under applicable law.

3. **Events of Default**. If there shall be any Event of Default hereunder, at the option and upon the declaration of the Investor and upon written notice to the Company (which election and notice shall not be required in the case of an Event of Default under **Section 3(c)** or **3(d)**), this Note shall accelerate and all principal and unpaid accrued interest shall become due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein to the contrary notwithstanding. The occurrence of any of the following shall constitute an “**Event of Default**” under this Note:

(a) *Failure to Pay*. The Company shall fail to pay when due any payments set forth on Exhibit A and such payment shall not have been made within five (5) days of delivery of written notice to the Company of such failure to pay;

(b) *Breach of Covenant*. The Company shall default in its performance of any agreement or covenant under this Note and such failure shall continue for five (5) business days after delivery of written notice to the Company of such failure;

(c) *Voluntary Proceeding*. The Company files any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law or any other law for the relief of, or relating to, debtors, now or hereafter in effect, or makes any assignment for the benefit of creditors or takes any corporate action in furtherance of any of the foregoing. It is agreed that Company, as part of the inducement for the Investor to enter into this agreement, affirmatively represents that they shall not move to discharge the Investor with respect to this Note. Company further agrees to reaffirm the debt represented by this Note to the Investor in the event a bankruptcy is filed on their behalf. This provision is non-negotiable and a material inducement for the Investor to enter into this Note; or

(d) *Involuntary Proceeding*. An involuntary petition is filed against the Company (unless such petition is dismissed or discharged within 60 days under any bankruptcy statute now or hereafter in effect), or a custodian, receiver, trustee, assignee for the benefit of creditors (or other similar official) is appointed to take possession, custody or control of any property of the Company. It is agreed that Company, as part of the inducement for the Investor to enter into this agreement, affirmatively represents that they shall not move to discharge the Investor with respect to this Note. Company further agrees to reaffirm the debt represented by this Note in the event a bankruptcy is filed on their behalf. This provision is non-negotiable and a material inducement for the Investor to enter into this Note.

In addition to the right of repayment, upon the occurrence and during the continuance of any Event of Default, the Investor may exercise any other right power or remedy granted to it or permitted to it by law, either by suit in equity or by action at law, or both.

4. **Confidentiality.** Anything in this Note to the contrary notwithstanding, no Investor by reason of this Note shall have access to any trade secrets or classified information of the Company. The Company shall not be required to comply with any information rights in respect of any Investor whom the Company reasonably determines to be a competitor or an officer, employee, director or holder of five percent (5%) or more of a competitor. The Investor agrees that they will keep confidential and will not disclose, divulge, or use for any purpose (other than to monitor its investment in the Company) any confidential information obtained from the Company pursuant to the terms of this Note other than disclosure to the Investor's attorneys, accountants, consultants, and other professionals, to the extent necessary to obtain their services in connection with monitoring the Investor's investment in the Company.

5. **Miscellaneous.**

(a) *Assignment and Transfer.* The rights and obligations of the Company and Investor shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties. This Note may be transferred only upon its surrender to the Company for registration of transfer, duly endorsed, or accompanied by a duly executed written instrument of transfer in form reasonably satisfactory to the Company. Thereupon, this Note shall be reissued to, and registered in the name of, the transferee, or a new Note for like principal amount and interest shall be issued to, and registered in the name of, the transferee. Interest and principal shall be paid solely to the registered holder of this Note. Such payment shall constitute full discharge of the Company's obligation to pay such interest and principal.

(b) *Waiver and Amendment.* Any provision of this Note may be amended, waived or modified upon the written agreement of the Company and the Investor.

(c) *Notices.* All notices, requests, demands, consents, instructions or other communications required or permitted hereunder shall be in writing and faxed, mailed or delivered to each party at the respective addresses set forth in the Company's records, or at such other address or facsimile number as the Company shall have furnished to Investor in writing. All such notices and communications will be deemed effectively given the earlier of (i) when received, (ii) when delivered personally, (iii) one business day after being delivered by facsimile (with receipt of appropriate confirmation), (iv) one business day after being deposited with an overnight courier service of recognized standing or (v) four days after being deposited in the U.S. mail, first class with postage prepaid.

(d) *Usury.* In the event any interest is paid on this Note, or a fee that is deemed interest, which is in excess of the then applicable legal maximum rate, then that portion of the interest payment representing an amount in excess of the then applicable legal maximum rate shall be deemed a payment of principal and applied against the principal of this Note.

(e) *No Rights as a Stockholder.* Nothing contained herein shall entitle Investor to any rights as a stockholder of the Company or to be deemed the holder of any securities that may be construed to confer upon Investor, as such, any right to vote on, give or withhold consent to, or to receive notice of, any meeting or corporate or other stockholder action relating to the Company.

(f) *Expenses.* If action is instituted to collect this Note, the Company promises to pay all costs and expenses, including, without limitation, reasonable attorneys' fees and costs, incurred in connection with such action.

(g) *Governing Law.* This Note and all actions arising out of or in connection with this Note shall be governed by and construed in accordance with the laws of the State of Florida, without regard to the conflicts of law provisions of the State of Florida, or of any other state. Venue shall be and is agreed to be within the State of Florida and more specifically within the State of Florida, District Court in Orange County, Florida. In the event of litigation between the Parties or arising from or out of this Note, the prevailing Party shall be entitled to reasonable attorney fees and costs.

(h) *Counterparts.* This Note may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Note.

[Signature page follows]

The Company has caused this Note to be issued as of the date first written above.

HERA SOFTWARE DEVELOPMENT, INC.

By: Authem Blanchard
Name: Authem Blanchard
Title: CEO



PICTORIA STUDIOS USA, INC.

By: Michael J. Moran
Name: Michael J. Moran
Title: C.E.O.

*By signing above the undersigned agrees to permit
any payments due hereunder to be paid via credit card
as long as the Company pays any fees associated therewith.*

Signature Certificate

Reference number: HZ75R-Q8HUD-DRZ8W-HGURH

Signer	Timestamp	Signature
Mike Moran Email: mike@pictoriastudios.com Sent: 30 Aug 2022 22:43:26 UTC Viewed: 30 Aug 2022 22:57:25 UTC Signed: 30 Aug 2022 22:59:33 UTC Recipient Verification: ✓ Email verified 30 Aug 2022 22:57:25 UTC		 IP address: 97.100.0.6 Location: Orlando, United States
Anthem Blanchard Email: anthem@herasoft.com Sent: 30 Aug 2022 22:43:26 UTC Viewed: 31 Aug 2022 00:53:00 UTC Signed: 31 Aug 2022 00:53:31 UTC Recipient Verification: ✓ Email verified 31 Aug 2022 00:53:00 UTC		 IP address: 152.37.150.151 Location: Bartlesville, United States

Document completed by all parties on:
31 Aug 2022 00:53:31 UTC

Page 1 of 1



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